

CASE

NUMBER:

99-122

Construct
CELL SITE - AURORA CELL FACILITY - MARSHALL COUNTY

IN THE MATTER OF THE APPLICATION OF KENTUCKY RSA NO. 1
PARTNERSHIP FOR ISSUANCE OF A CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY TO CONSTRUCT AN ADDITIONAL CELL
FACILITY IN THE KENTUCKY RURAL SERVICE AREA NO. 1 WHICH
INCLUDES FULTON, HICKMAN, CARLISLE, BALLARD, MCCRACKEN,
GRAVES, MARSHALL AND CALLOWAY COUNTIES IN KENTUCKY
(THE AURORA CELL FACILITY)

SEQ NBR	ENTRY DATE	REMARKS
0003	04/02/1999	Notice of Intent to file Cell Site Application.
0001	04/05/1999	Application.
0002	04/07/1999	Acknowledgement letter.
0004	04/21/1999	No deficiencies letter
M0001	04/26/1999	KY RSA NO 1 BRENT RICE-RETURN RECEIPTS FOR CERTIFIED MAIL
0005	06/09/1999	Final Order granting a certificate to construct and operate the Aurora site.



COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KY. 40602
(502) 564-3940

CERTIFICATE OF SERVICE

RE: Case No. 99-122
KENTUCKY RSA #1 PARTNERSHIP

I, Stephanie Bell, Secretary of the Public Service Commission, hereby certify that the enclosed attested copy of the Commission's Order in the above case was served upon the following by U.S. Mail on June 9, 1999.

Parties of Record:

Honorable W. Brent Rice
Attorney at Law
McBrayer, McGinnis, Leslie
& Kirkland PLLC
163 West Short Street
Suite 300
Lexington, KY. 40507 1361

Ms. Charon Harris
Director, Regulatory Matters
Kentucky RSA #1 Partnership
1 GTE Place
MC GA3B1REG
Alpharetta, GA. 30004 8511

Stephanie D. Bell
Secretary of the Commission

SB/hv
Enclosure

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY RSA NO. 1 PARTNERSHIP)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO CONSTRUCT AN)
ADDITIONAL CELL FACILITY IN THE KENTUCKY RURAL) CASE NO.
SERVICE AREA NO. 1 WHICH INCLUDES FULTON,) 99-122
HICKMAN, CARLISLE, BALLARD, MCCRACKEN,)
GRAVES, MARSHALL, AND CALLOWAY COUNTIES IN)
KENTUCKY (THE AURORA CELL FACILITY))

O R D E R

On April 5, 1999, Kentucky RSA No. 1 Partnership filed an application seeking a Certificate of Public Convenience and Necessity to build and operate a cellular radio telecommunications system for Rural Service Area No. 1 ("RSA No. 1"). RSA No. 1 includes Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Marshall, and McCracken counties. Kentucky RSA No. 1 Partnership has requested authorization to construct a cell site in Marshall County. Kentucky RSA No. 1 Partnership was previously granted authority to operate a cellular radio telecommunications system in RSA No. 1 in Case No. 92-107.¹

The proposed cell site consists of a 285-foot or less guyed antenna tower to be located off Unity Church Road, near Aurora, Marshall County, Kentucky

¹ Case No. 92-107, Application of Kentucky RSA No. 1 Partnership for Issuance of a Certificate of Public Convenience and Necessity to Construct an Additional Cell Facility in Kentucky Rural Service Area No. 1 (Draffenville Cell Facility).

("the Aurora cell site"). The coordinates for the Aurora cell site are North Latitude 36° 46' 33.9" by West Longitude 88° 11' 35.7".

Kentucky RSA No. 1 Partnership has provided information regarding the structure of the tower, safety measures, and antenna design criteria for the Aurora cell site. Based upon the application, the design of the tower and foundation conforms to applicable nationally recognized building standards, and a Registered Professional Engineer has certified the plans.

Pursuant to 807 KAR 5:063, Section 1, Kentucky RSA No. 1 Partnership notified the Marshall County Judge/Executive of the pending construction. Kentucky RSA No. 1 Partnership has filed applications with and received approvals from the Federal Aviation Administration and the Kentucky Airport Zoning Commission for the construction and operation of the Aurora cell site.

Kentucky RSA No. 1 Partnership has filed notices verifying that each person who owns property within 500 feet of the Aurora cell site has been notified of the pending construction. The notice solicited any comments and informed the property owners of their right to intervene. In addition, notices were published in a newspaper of general circulation in Marshall County and were posted in a visible location on the proposed site and on the nearest public road. The posted notices remained posted for at least two weeks after Kentucky RSA No. 1 Partnership's application was filed. To date, no intervention requests have been received.

Pursuant to KRS 278.280, the Commission is required to determine proper practices to be observed when it finds, upon complaint or on its own motion, that the

facilities of any utility subject to its jurisdiction are unreasonable, unsafe, improper, or insufficient. To assist the Commission in its efforts to comply with this mandate, Kentucky RSA No. 1 Partnership should notify the Commission if it does not use this antenna tower to provide cellular radio telecommunications services in the manner set out in its application and this Order. Upon receipt of such notice, the Commission may, on its own motion, institute proceedings to consider the proper practices, including removal of the unused antenna tower, which should be observed by Kentucky RSA No. 1 Partnership.

The Commission, having considered the evidence of record and being otherwise sufficiently advised, finds that Kentucky RSA No. 1 Partnership should be granted a Certificate of Public Convenience and Necessity to construct and operate the Aurora cell site in RSA No. 1 under its previously approved tariff.

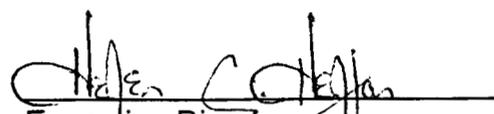
IT IS THEREFORE ORDERED that:

1. Kentucky RSA No. 1 Partnership is granted a Certificate of Public Convenience and Necessity to construct and operate the Aurora cell site.
2. Kentucky RSA No. 1 Partnership shall immediately notify the Commission in writing, if, after the antenna tower is built and utility service is commenced, the tower is not used for a period of 3 months in the manner authorized by this Order.

Done at Frankfort, Kentucky, this 9th day of June, 1999.

By the Commission

ATTEST:


Executive Director.



COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION

730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KY. 40602
(502) 564-3940

April 7, 1999

Honorable W. Brent Rice
Attorney at Law
McBrayer, McGinnis,
163 West Short Street
Suite 300
Lexington, KY. 40507 1361

Ms. Charon Harris
Director, Regulatory Matters
Kentucky RSA #1 Partnership
1 GTE Place
MC GA3B1REG
Alpharetta, GA. 30004 8511

RE: Case No. 99-122
KENTUCKY RSA #1 PARTNERSHIP
(Construct) CELL SITE - AURORA CELL FACILITY - MARSHALL COUNTY

This letter is to acknowledge receipt of initial application in the above case. The application was date-stamped received April 5, 1999 and has been assigned Case No. 99-122. In all future correspondence or filings in connection with this case, please reference the above case number.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,


Stephanie Bell
Secretary of the Commission

SB/jc

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

163 WEST SHORT STREET

SUITE 300

LEXINGTON, KENTUCKY 40507-1361

606-231-8780

FACSIMILE 606-231-6518

REAL ESTATE FAX 606-255-9777

WWW.MMLK.COM

WATSON CLAY (1908-1985)
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MAIN & HARRISON STREETS
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GREENUP, KENTUCKY 41144-0347
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FACSIMILE 606-473-9003

300 STATE NATIONAL
BANK BUILDING
P. O. BOX 1100
FRANKFORT, KENTUCKY 40602-1100
502-223-1200
FACSIMILE 502-227-7385

DIRECTOR OF GOVERNMENTAL RELATIONS
MIKE HELTON
STATE NATIONAL BANK BUILDING
305 ANN STREET
SUITE 308
FRANKFORT, KENTUCKY 40601-2847
502-875-1176
FACSIMILE 502-226-6234

W. TERRY McBRAYER
JOHN R. MCGINNIS
PHILLIP BRUCE LESLIE *
WILLIAM D. KIRKLAND
J. D. ATKINSON, JR.
JAMES G. AMATO
GEORGE D. GREGORY **
BRENT L. CALDWELL
W. BRENT RICE
JAMES H. FRAZIER, III +
STEPHEN C. CAWOOD
CHRISTOPHER M. HILL
LISA ENGLISH HINKLE
WILLIAM R. PALMER, JR.
BRUCE W. MACDONALD *
LUKE BENTLEY III
STEPHEN G. AMATO
MARY ESTES HAGGIN
R. STEPHEN MCGINNIS **
JON A. WOODALL
MARIA S. BUCKLES
MARGARET M. YOUNG
JULIE A. COBBLE
MELINDA G. WILSON
MARY ELIZABETH CUTTER
LINDA J. WEST
JARON P. BLANDFORD

* ALSO ADMITTED IN OHIO
** ALSO ADMITTED IN COLORADO
+ ALSO ADMITTED IN TEXAS & FLORIDA
++ ALSO ADMITTED IN WEST VIRGINIA

FILED
April 2, 1999
APR 05 1999
**PUBLIC SERVICE
COMMISSION**

RECEIVED

APR 05 1999

**PUBLIC SERVICE
COMMISSION**

HAND DELIVERED

Ms. Helen C. Helton, Executive Director
Public Service Commission
730 Schenkel Lane
Frankfort, KY 40602

RE: Application of Kentucky RSA No. 1 Partnership for Issuance of a Certificate of Public Convenience and Necessity to Construct an Additional Cell Facility in the Kentucky Rural Service Area No. 1 Which Includes Fulton, Hickman, Carlisle, Ballard, McCracken, Graves, Marshall and Calloway Counties in Kentucky Case No. 99-122 (The Aurora Cell Facility)

Dear Ms. Helton:

Please be advised that the undersigned represents Kentucky RSA No. 1 Partnership in regard to the above-referenced application which I am filing on its behalf today with the Commission.

Pursuant to KRS 278.020(1) you will find enclosed for filing the original and five copies of the application. Additionally, three (3) Site Plans and Surveys are submitted with the application. Any comments or questions in regard to the application should be forwarded to the undersigned.

Thank you for your assistance in this matter.

Sincerely,



W. Brent Rice
Counsel for Kentucky RSA
No. 1 Partnership

WBR/dkw
Enclosures

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

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SUITE 300

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April 21, 1999

RECEIVED
APR 26 1999
PUBLIC SERVICE
COMMISSION

Ms. Helen C. Helton, Executive Director
Public Service Commission
730 Schenkel Lane
Frankfort, KY 40602

RE: **Kentucky RSA No. 1 Partnership - PSC Case No. 99-122**
(The Aurora Facility)

Dear Ms. Helton:

Please find enclosed the originals and six copies each of return receipts for correspondence forwarded via certified mail, return receipt requested, to the Marshall County Judge Executive and all property owners within 500' of the proposed facility referenced above. The following property owners have been notified:

William B. and Garnella Norwood
Route 5
Benton, KY 42025

Horace Sholar
c/o Timmy Sholar
P.O. Box 132
Hardin, KY 42048

Horace Sholar
534 Beal Road
Hardin, KY 42048

Ms. Helen C. Helton, Executive Director
Public Service Commission
April 21, 1999
Page 2

Jimmy and Valerie Rowland
634 East Unity Church Road
Benton, KY 42025

Dannie and Bonnie Kincannon
680 East Unity Church Road
Hardin, KY 42048

Please file the enclosed with the Commission at your earliest convenience. Thank you for your attention to this matter.

Sincerely,



W. Brent Rice
Counsel for Kentucky RSA No. 1
Partnership

WBR/dkw

Enclosures

PADUCAH, KY P&DF 420 04/08/99 ISS 1

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Horace Sholar
534 Beal Road
Hardin, KY 42048

4a. Article Number

Z 463 757 955 (4335-126)

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

4-8-99

5. Received By: (Print Name)

Horace Sholar

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

Horace Sholar

PS Form 3811, December 1994

102595-98-B-0229

Domestic Return Receipt

Thank you for using Return Receipt Service.
PS Form 3811, April 1995

Z 463 757 555

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to Horace Sholar	
Street & Number	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	
4/6/99 4335-126	

PADUCAH, KY P&DF 420 04/09/99 ISS 1

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
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I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

William B. and Garnella Norwood
Route 5
Benton, KY 42025

4a. Article Number

Z 463 757 954 (4335-126)

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

4-9-99

5. Received By: (Print Name)

Garnella Norwood

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

Garnella

PS Form 3811, December 1994

Thank you for using Return Receipt Service.
PS Form 3811, April 1995

Z 463 757 954

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to William B. and Garnella	
Street & Number Norwood	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	
4/6/99 4335-126	

PADUCAH, KY P&DF 420 04/08/99 ISS 1

Z 463 757 956

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

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I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Horace Sholar
c/o Timmy Sholar
P.O. Box 132
Hardin, KY 42048

4a. Article Number

Z 463 757 956 (4335-126)

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

4-8-99

5. Received By: (Print Name)

TIMMY SHOLAR

6. Signature: (Addressee or Agent)

X *Timmy Sholar*

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

102595-98-B-0229

Domestic Return Receipt

Thank you for using Return Receipt Service.

PS Form 3800, April 1995

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse).

Sent to Horace Sholar	
Street & Number c/o Timmy Sholar	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date 4/6/99 4335-126	

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

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- Complete items 3, 4a, and 4b.
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I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Dannie and Bonnie Kincannon
680 East Unity Church Road
Hardin, KY 42048

4a. Article Number

Z 463 757 958 (4335-126)

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

4-8-99

5. Received By: (Print Name)

RODIE KINCANNON

6. Signature: (Addressee or Agent)

X *Bonnie Kincannon*

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

102595-98-B-0229

Domestic Return Receipt

Thank you for using Return Receipt Service.

PS Form 3800, April 1995

Z 463 757 958

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse).

Sent to Dannie and Bonnie Kincannon	
Street & Number	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date 4/6/99 4335-126	

Z 463 757 957

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

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- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
Jimmy and Valerie Rowland
634 East Unity Church Road
Benton, KY 42025

4a. Article Number
Z 463 757 957 (4335-126)

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)
X

PS Form 3811, December 1994

102595-98-B-0229

Domestic Return Receipt

Thank you for using Return Receipt Service.

PS Form 3800, April 1995

Sent to Jimmy and Valerie Rowland	
Street & Number	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date 4/6/99 4335-126	

Z 463 757 953

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

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I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
HON. MIKE MILLER
MARSHALL COUNTY JUDGE EXECUTIVE
COURTHOUSE
1101 MAIN STREET
BENTON, KY 42025

4a. Article Number
Z 463 757 953 (4335-126)

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
4-9-99

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)
X *Chyrill Miller*

PS Form 3811, December 1994

102595-98-B-0229

Domestic Return Receipt

PS Form 3800, April 1995

Sent to Hon. Mike Miller	
Street & Number	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date 4/6/99 4335-126	



COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION

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April 21, 1999

Honorable W. Brent Rice
Attorney at Law
McBrayer, McGinnis, Leslie
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163 West Short Street
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Ms. Charon Harris
Director, Regulatory Matters
Kentucky RSA #1 Partnership
1 GTE Place
MC GA3B1REG
Alpharetta, GA. 30004 8511

RE: Case No. 99-122
KENTUCKY RSA #1 PARTNERSHIP

The Commission staff has reviewed your application in the above case and finds that it meets the minimum filing requirements. Enclosed please find a stamped filed copy of the first page of your filing. This case has been docketed and will be processed as expeditiously as possible.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,

Stephanie D. Bell

Stephanie Bell
Secretary of the Commission

SB/hv
Enclosure

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

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STEPHEN C. CAWOOD
CHRISTOPHER M. HILL
LISA ENGLISH HINKLE
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BRUCE W. MACDONALD *
LUKE BENTLEY III
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MARY ESTES HAGGIN
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JULIE A. COBBLE
MELINDA G. WILSON
MARY ELIZABETH CUTTER
LINDA J. WEST
JARON P. BLANDFORD

* ALSO ADMITTED IN OHIO
** ALSO ADMITTED IN COLORADO
+ ALSO ADMITTED IN TEXAS & FLORIDA
++ ALSO ADMITTED IN WEST VIRGINIA

April 2, 1999

FILED

APR 05 1999

**PUBLIC SERVICE
COMMISSION**

RECEIVED

APR 05 1999

**PUBLIC SERVICE
COMMISSION**

HAND DELIVERED

Ms. Helen C. Helton, Executive Director
Public Service Commission
730 Schenkel Lane
Frankfort, KY 40602

RE: Application of Kentucky RSA No. 1 Partnership for Issuance of a Certificate of Public Convenience and Necessity to Construct an Additional Cell Facility in the Kentucky Rural Service Area No. 1 Which Includes Fulton, Hickman, Carlisle, Ballard, McCracken, Graves, Marshall and Calloway Counties in Kentucky Case No. 99-122 (The Aurora Cell Facility)

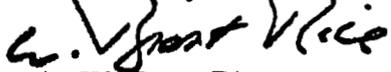
Dear Ms. Helton:

Please be advised that the undersigned represents Kentucky RSA No. 1 Partnership in regard to the above-referenced application which I am filing on its behalf today with the Commission.

Pursuant to KRS 278.020(1) you will find enclosed for filing the original and five copies of the application. Additionally, three (3) Site Plans and Surveys are submitted with the application. Any comments or questions in regard to the application should be forwarded to the undersigned.

Thank you for your assistance in this matter.

Sincerely,



W. Brent Rice
Counsel for Kentucky RSA
No. 1 Partnership

WBR/dkw
Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY RSA NO. 1)
PARTNERSHIP FOR ISSUANCE OF A)
CERTIFICATE OF PUBLIC CONVENIENCE AND)
NECESSITY TO CONSTRUCT AN ADDITIONAL)
CELL FACILITY IN THE KENTUCKY RURAL)
SERVICE AREA NO. 1 WHICH INCLUDES)
FULTON, HICKMAN, CARLISLE, BALLARD,)
McCRACKEN, GRAVES, MARSHALL AND)
CALLOWAY COUNTIES IN KENTUCKY)
(THE AURORA CELL FACILITY))

Case No. 99-122

RECEIVED

APR 05 1999

PUBLIC SERVICE
COMMISSION

APPLICATION

Kentucky RSA No. 1 Partnership, a Delaware general partnership ("Applicant") applies for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility to serve the customers of its cellular radio telecommunications system in the Kentucky Rural Service Area No. 1 (the "Kentucky RSA No. 1). In support of this Application, Applicant, respectfully states that:

1. Its complete name, address and telephone number are: Kentucky RSA No. 1 Partnership, c/o GTE Wireless of the South Incorporated, General Partner, 245 Perimeter Center Pkwy., Atlanta, Georgia 30346 (770)391-8000.
2. The Applicant is a limited partnership whose general partner is GTE Wireless of the South Incorporated, a Virginia corporation. A copy of the agreement establishing the partnership is filed in Public Service Commission Case No. 92-040. Contel Cellular of Kentucky, Inc. was subsequently substituted as the general partners in place of Contel Cellular of Louisville, Inc.

Certified copies of the Certificate of Authority and related amendments thereto, including Articles of Incorporation and Articles of Merger under the name Contel Cellular of Kentucky, Inc. have been provided to the Commission in Case No. 93-155. In Case No. 97-433 the Commission approved the reorganization of various operating companies and subsidiaries of GTE Corporation, including GTE Wireless of the South Incorporated (formerly known as Contel Cellular of Kentucky, Inc.).

3. The applicant proposes to construct an additional cellular telephone communicating facility in Marshall County, Kentucky situated in the Kentucky Rural Service Area No. 1 (the "Cell Facility"). The Cell Facility will be comprised of a 285' guyed tower with attached antennas extending upwards for a total height of 300' and an equipment shelter. The equipment shelter will contain the transmitters and receivers required to connect the cell facility with cellular telephone users, which will link the Cell Facility with Applicant's other cells. The Cell Facility will be fenced with a secured access gate. Three (3) Site Plans and Surveys are being submitted with this Application. A detailed description of the manner in which the Cell Facility will be constructed is included on the Site Plan (scale: 1" = 40'). A reduced copy of the Survey and Site Plan is attached as Exhibit A. The Site Plan is signed and sealed by David B. Granger, a professional engineer registered in Kentucky and it depicts the proposed location of the tower and all easements and existing structures on the property on which the tower will be located. A vertical tower profile and its foundation, each signed and sealed by a professional engineer registered in Kentucky are attached as Exhibit B. The tower design plans include a description of the standard according to which the tower was designed.

4. A geotechnical investigation report performed by Geotech Engineering and Testing, Inc., dated December 8, 1998 is attached as Exhibit C. The geotechnical investigation report is

signed and sealed by Christopher N. Farmer, P.E., a professional engineer registered in Kentucky. The geotechnical investigation report includes boring logs, foundation design recommendations, and a finding as the proximity of the proposed site to flood hazard areas.

5. As noted on the Survey attached as Exhibit A, the surveyor has determined that the site is not within any FIA flood hazard area.

6. The possibility of a strong ground shaking has been considered in the design of this guyed tower. Formulas are given in codes for earthquake loading. The formulas are for lateral loads, and they take into account the seismic zone, ground motion and structure. The two most important components of the structure are its weight and shape. Applying all of the factors to the formula, the resultant earthquake load is less than the design wind load. Seismic loading has been considered in the design of this tower, although it is regarded as secondary to the wind loading.

Even if the tower would fall as result of an earthquake, it should not damage any occupied buildings. In the event of failure of the tower mast, all of the debris will most likely lie within a circle whose center is the tower base and whose radius is no more than 60% of the tower height.

7. Similarly, the possibility of a strong wind has been considered in the design of this tower. It has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. This tower has been designed in accordance with the Electronic Industries Association ("EIA") Standard RS-222E, which has been accepted and approved by ANSI and is a nationally recognized tower design standard. The ANSI/EIA standard utilizes a "stepped" wind loading in tower design. This means that a standardized wind speed (the "basic wind speed") is applied to the tower structure at the 33-foot level and then is "increased" with increments of tower height. In this case, the design

wind speed is 75 mph. Using the appropriate wind speed for each antenna level, the thrust of the antenna and its corresponding waveguide load are applied to the tower structure for maximum member loads.

8. Personnel directly responsible for the design and construction of the proposed tower are qualified and experienced. The soil testing and part of the foundation design was performed by Geotech Engineering and Testing, Inc. under the supervision of Christopher N. Farmer, P.E., a registered professional engineer in the Commonwealth of Kentucky. His specialty is geotechnical engineering which includes sub-surface exploration and foundation design. He has served as project and principal engineer on various projects similar to the applicant's. These projects include construction, tower crane foundations, and nexrad doppler radar towers, other mobile telephone towers and elevated water towers. Foundation types for these towers have included drilled piers, auger-cast piles, driven piles and spread footings. Design of the tower and foundation was performed by Pirod, Inc. of Plymouth, Indiana. The applicant uses qualified installation crews and site inspectors for construction of its towers.

9. The public convenience and necessity require the construction of this additional Cell Facility. The additional Cell Facility is essential to improve service to Applicant's current customers in that transmission and reception "weak spots" within the area to be covered by the Cell Facility will be substantially reduced. The Cell Facility will also increase the system's capacity to meet the increasing demands for cellular service in the Kentucky Rural Service Area No. 1. A map of the area in which the tower is proposed to be located, that is drawn to scale and that clearly depicts the necessary search area within which a site should be located as determined by the applicant's radio

frequency engineers is attached as exhibit D.

The process that was used in selecting the site for the proposed Cell Facility by the applicant's radio frequency engineers was consistent with the process used for selecting generally all other existing cell facilities within the Kentucky Rural Service Area No. 1. The engineers used computer programs to locate cell sites that will enable the cell facilities to serve the Federal Communications Commission certificated territory without extending beyond its approved boundary and to meet other mandates of the Commission. The engineers select the optimum site in terms of elevation and location to provide the best quality service to customers in the service area.

It is imperative that the proposed Cell Facility be constructed to allow Applicant to meet its licensing requirements as mandated by the Federal Communications Commission and to further meet the increasing demands for cellular service in the Kentucky Rural Service Area No. 1.

10. The Cell Facility will serve an area totally within Applicant's current service area in the Kentucky Rural Service Area No. 1.

11. Since the proposed Cell Facility will serve only the Kentucky Rural Service Area No. 1, no further approvals by the Federal Communications Commission ("FCC") are required. See 47 C.F.R. §24.11(b), "[b]lanket licenses are granted for each market and frequency block. Applications for individual sites are not required and will not be accepted."

12. The Federal Aviation Administration ("FAA") determined on January 5, 1999 that the proposed construction would not exceed FAA obstruction standards and would not be a hazard to air navigation. The determination from the FAA is attached as Exhibit E. The Kentucky Airport Zoning Commission ("KAZC") determined on March 15, 1999 that Applicant's application for a permit to construct the proposed facility was approved. A copy of the KAZC determination is

attached as Exhibit F.

13. The proposed location of the tower is not within a jurisdiction that has adopted planning and zoning regulations in accordance with KRS Chapter 100. Applicant has notified the Marshall County Judge Executive, by certified mail, return receipt requested, of the proposed construction. Applicant included in the notice the Commission Docket Number under which the application will be processed and informed said person of his right to request intervention. A copy of the notice is attached as Exhibit G.

14. The Cell Facility will be located near Aurora, Marshall County, Kentucky. The site is located off Unity Church Road which borders the site to the north. Appropriate notices 2' X 4' with the word "TOWER" in letters at least four inches high, have been posted in a visible location on the proposed site and on the nearest public road and shall remain posted for at least two (2) weeks after the Application is filed. The location of the proposed facility has been published in a newspaper of general circulation in Marshall County, Kentucky. The Cell Facility's coordinates are: Latitude: 36° 40' 33.75"; Longitude: 88° 11' 35.61".

15. Clear directions to the proposed site are set forth on the Site Plan. The telephone number of the person who prepared the directions is David B. Granger (317)299-2996. The Survey states that there are no building structures which lie within a 500' radius of the tower and further depicts all property owners within a 500' radius of the tower location.

16. Applicant has notified every person who owns property within 500' of the proposed tower by certified mail, return receipt requested, of the proposed construction. Applicant included in said notice the Commission docket number under which the Application will be processed and informed each person of his or her right to request intervention. A list of the property owners so

notified follows and copies of the certified letters sent to the referenced property owners are attached as Exhibit H. Copies of the return receipts will be filed with the Commission when received.

17. The site for the proposed facility is located in Marshall County which does not have zoning within the unincorporated areas of the county nor does it have any local rules, regulations or restrictions which would limit or restrict placement of cellular towers within the county according to Robert W. Strow, Marshall County Planner. The site is situated within a search area that consists of rolling terrain with scattered residential properties throughout.

18. Applicant has considered the likely effects of the installation on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service can be provided. Applicant attempted to co-locate on existing towers or structures, however, there are no such existing towers or structures in the vicinity of the proposed site.

19. The site for the Cell Facility is to be leased from Horace Sholar. A copy of the Option and Site Lease Agreement is attached as Exhibit I. The lease provides a method that the applicant will follow in dismantling and removing the tower including a timetable for such removal in the case of abandonment.

20. The names of all public utilities, corporations, or persons with whom the proposed new construction is likely to compete is BellSouth Mobility, Powertel/Kentucky, Inc., Sprint PCS and Nextel Communication.

21. The estimated cost of construction of the Cell Facility (as described in paragraph 3 supra) is \$350,000, and the cost of operating the Cell Facility for one year is estimated at \$15,000.

22. Applicant plans to finance the construction of the Cell Facility through the use of working capital. If sufficient funds are not available from this source, the company will obtain funds

through short-term loans payable within two years.

23. Any customer complaints may be reported by dialing 611 on the customer's cellular phone.

WHEREFORE, Applicant requests that the Commission, pursuant to KRS 278.020, grant a Certificate of Public Convenience and Necessity to Applicant for construction and operation of the proposed Cell Facility and providing for such other relief as is necessary and appropriate.

Respectfully submitted,



W. Brent Rice
MCBRAYER, MCGINNIS, LESLIE &
KIRKLAND
163 West Short Street, Suite 300
Lexington, KY 40507-1361
Phone: 606/231-8780

COUNSEL FOR KENTUCKY RSA
NO. 1 PARTNERSHIP

wbr\ky rsa no. 1 partnership\aurora\psc application

LIST OF EXHIBITS

Exhibit A	Reduced Site Plan and Survey
Exhibit B	Tower and Foundation Profile
Exhibit C	Report of Geotechnical Exploration
Exhibit D	Search Area Map
Exhibit E	FAA Determination
Exhibit F	KAZC Determination
Exhibit G	Correspondence to Marshall County Judge Executive
Exhibit H	Notice to Adjoining Property Owners
Exhibit I	Real Estate Lease Agreement

(100)
 DANNIE & BONNIE KINGANNON
 D.B. 243, PG. 185
 680 E. UNITY CHURCH ROAD
 HARDIN, KY. 42048

(103)
 JIMMIE & VALERIE ROWLAND
 D.B. 251, PG. 265
 634 E. UNITY CHURCH ROAD
 BENTON, KY. 42025

UNITY CHURCH ROAD (50' R/W)

30' UTILITY &
 INGRESS/EGRESS EASEMENT
 AREA = 0.1318 ACRES
 OR 5,739.6 SQ. FT.

LEASE AREA
 AREA = 0.2296 ACRES
 OR 10,000.0 SQ. FT.

(7)
 HORACE SHOLAR
 D.B. 151, PG. 10
 D.B. 374, PG. 635
 534 BEAL RD.
 HARDIN, KY. 42048

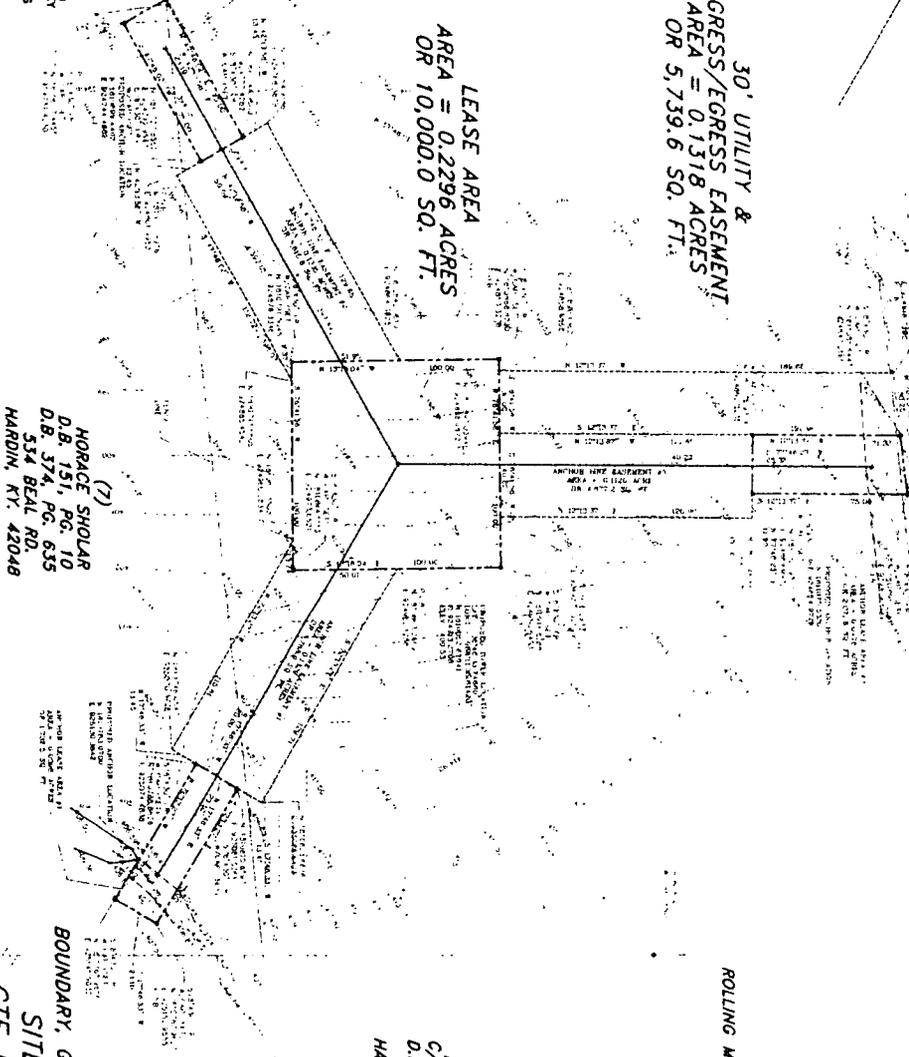
(7)
 HORACE SHOLAR
 D.B. 151, PG. 10
 D.B. 374, PG. 635
 534 BEAL RD.
 HARDIN, KY. 42048

(1701)
 HORACE SHOLAR
 C/O JIMMY SHOLAR
 P.O. B. 132
 HARDIN, KY. 42048

WILLIAM B. NORWOOD & GARNELLA NORWOOD

BOUNDARY, GEODETIC & TOPOGRAPHIC SURVEY OF
 SITE NO: KY. - 0335
 GTE MOBLINET AURORA, KY.
 UNITY CHURCH ROAD

DATE _____
 SIGNED: SCJ SURVEYORS, INC.
 JEFFREY K. CLARK, PLS. 01117



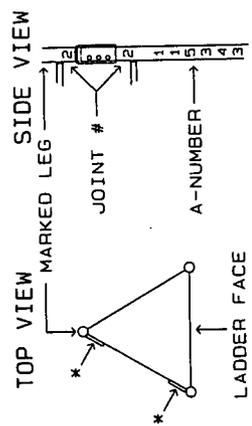
NOTES

1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1978 AND THE RULES AND REGULATIONS THEREUNDER. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1978 AND THE RULES AND REGULATIONS THEREUNDER. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1978 AND THE RULES AND REGULATIONS THEREUNDER.

DRAWN BY: J.K.C.
 CHECK BY: J.K.C.
 JOB NO: 98-201
 DATE: 01/27/99
 SHEET:

SCI SURVEYORS, INC.
 100 FOUNTAIN AVENUE, SUITE 215
 PADUCAH, KENTUCKY 42001
 502/444-9494

SECTION DATA						LEG CONNECTION		
SPAN HEIGHT	SEC #	LEN	LEGS	BRACES	PART #	BOLT DIAM	BOLT LEN	BOLTS /SEC
270' - 285'	30	15'	1- 1/4"	1/2"	104486			
260' - 270'	30	10'	1- 1/4"	1/2"	104486	1/2"	3"	9
20' - 260'	30	20'	1- 1/4"	1/2"	104486	1/2"	3"	9
0' - 20'	30	20'	1- 1/4"		104486	1/2"	3"	9



THE MARKED LEG OF EACH SECTION IS STAMPED WITH THE TOWER SERIAL # AT THE TOP OF EACH SECTION AND THE JOINT # AT EACH END OF THE SECTION. JOINTS ARE NUMBERED CONSECUTIVELY STARTING WITH 1 AT THE TOP OF THE BASE SECTION. ASSEMBLE TOWER WITH MARKED LEGS TOGETHER IN PROPER SEQUENCE.

* INDICATES RELATIVE POSITION OF LINE HANGING BRACKETS P/N 115748 AT NOMINAL 3' VERTICAL SPACING.



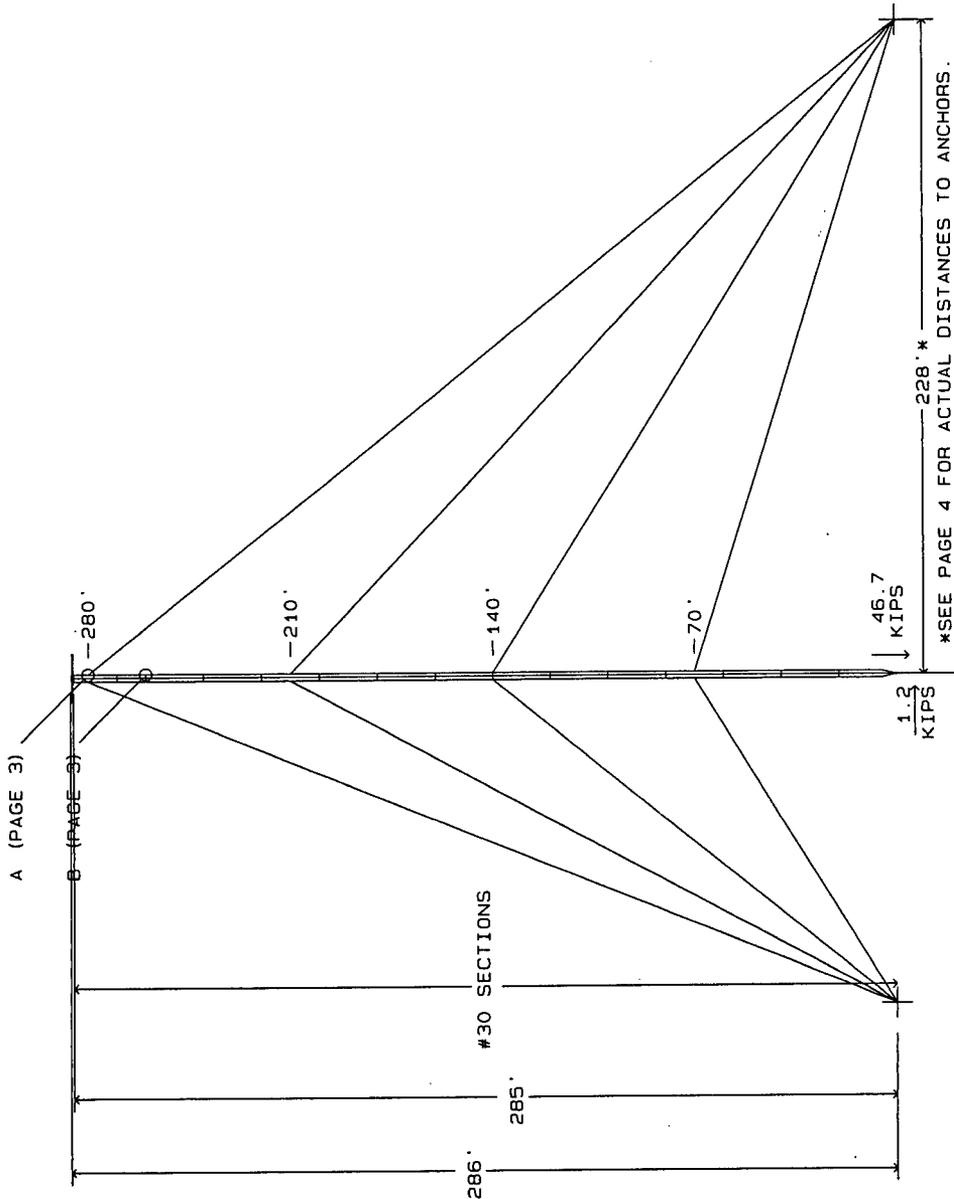
JAN 12 1999

GTE MOBILNET CLEVELAND OPERATIONS
 AURORA, KY.
 # 30 X 286' GUYED TOWER

APPROVED/ENG.	WBR	01/12/1999
APPROVED/FOUND	N/A	
DRAWN BY	TRP	



SHOP WELD TOP PLATE P/N
120607 AT TOP OF TOP SECTION.
SEE PAGE 3 FOR DETAILS
OF ROTATABLE TOP.



TOWER ELEVATION



JAN 1 1999

GTE MOBILNET CLEVELAND OPERATIONS
AURORA, KY.
30 X 286' GUYED TOWER

APPROVED/ENG. WBR 01/12/1999



1545 Pidco Dr.
Plymouth, IN 46563-0128
219-936-4221

B REVISED REBAR WEIGHTS DAC 01/12/1999

APPROVED/FOUND. N/A

A ADDED FOUNDATIONS DAC 01/12/1999

DRAWN BY TRP

REV DESCRIPTION OF REVISIONS INI DATE

From: 80944.DFT - 01/12/99 13:56 > 2045361B.DWG - 01/12/99 16:02

ENG. FILE NO. A-115343-

DRAWING NO. 204536-B

Printed: 01/12/99 16:13

ARCHIVE Q-80944

PAGE 1 OF 10

FOUNDATION NOTES

1. SOIL AS PER REPORT BY GEOTECH ENGINEERING & TESTING, INC., DATED 12/08/98.
2. CONCRETE TO BE 3000 PSI 828 DAYS. REINFORCING BAR TO CONFORM TO ASTM A615 GRADE 60 SPECIFICATIONS. CONCRETE INSTALLATION TO CONFORM TO ACI-318 BUILDING REQUIREMENTS FOR REINFORCED CONCRETE. ALL CONCRETE TO BE PLACED AGAINST UNDISTURBED EARTH FREE OF WATER AND ALL FOREIGN OBJECTS AND MATERIALS. A MINIMUM OF THREE INCHES OF CONCRETE SHALL COVER ALL REINFORCEMENT. WELDING OF REBAR NOT PERMITTED.
3. ALL FILL SHOULD BE PLACED IN LOOSE LEVEL LIFTS OF NO MORE THAN 8" THICK. FILL MATERIALS SHOULD BE CLEAN AND FREE OF ORGANIC AND FROZEN MATERIALS OR ANY OTHER DELETERIOUS MATERIALS. COMPACT FILL TO 98% OF STANDARD PROCTOR MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698.
4. A COLD JOINT IS PERMISSIBLE. AT THE TOWER BASE ONLY. UPON CONSULTATION WITH PIROD. ALL COLD JOINTS SHALL BE COATED WITH BONDING AGENTS PRIOR TO SECOND POUR.
5. ALL TOPSOIL, ORGANIC SOIL AND/OR DELETERIOUS MATERIALS ARE TO BE STRIPPED FROM THE PLAN AREAS OF THE EXCAVATIONS.
6. DEWATERING IS TO BE EXPECTED AND MAY BE ACCOMPLISHED BY GRAVITY DRAINAGE, SUMP PUMPS OR ADDITIONAL CONVENTIONAL MINOR DEWATERING EQUIPMENT. IT IS RECOMMENDED THAT CONSTRUCTION TAKE PLACE DURING THE DRY SEASON AS EARTHWORK MAY BECOME IMPRACTICAL IF OTHERWISE.
7. IF THE BEARING SURFACE BECOMES DISTURBED, A LEAN CONCRETE MUD MAT MAY BE PLACED TO CONTROL THE DISTURBANCE AND ASSIST IN LEVELLING THE PAD.
8. CHERT OR LIMESTONE ROCK FRAGMENTS MAY BE ENCOUNTERED IN THE EXCAVATIONS, POSSIBLY CAUSING SOME CONSTRUCTION DIFFICULTIES.
9. AT THE TOWER BASE, SUBGRADE IS TO BE OVEREXCAVATED TO A DEPTH OF 5.0 FT MIN. AND BACKFILLED WITH A COMPACTED STRUCTURAL FILL TO DESIGN SUBGRADE OF 3.0 FT BELOW EXISTING GRADE. THE AREA OF OVEREXCAVATION SHOULD EXTEND 2.0 FT HORIZONTALLY OFF OF EACH FACE OF THE FOUNDATION DIMENSIONS.



JAN 12 1999

				GTE MOBILNET CLEVELAND OPERATIONS AURORA, KY. # 30 X 286' GUYED TOWER	
				 1545 Pidco Dr. Plymouth, IN 46563-0128 219-936-4221	
A ADDED FOUNDATIONS		DAC	01/12/1999	APPROVED/ENG.	WBR 01/12/1999
REV DESCRIPTION OF REVISIONS		INI	DATE	APPROVED/FOUND.	WBR 01/12/1999
From: 80944.DFT - 01/12/99 13:56 > 2045366A.DWG - 01/12/99 13:49		ENG. FILE NO. A-115343-Q-80944		DRAWN BY	TRP
Printed: 01/12/99 16:13		ARCHIVE		DRAWING NO.	204536-8
				PAGE	6 OF 10

GENERAL NOTES

1. TOWER DESIGN CONFORMS TO STANDARD EIA/TIA-222-F FOR 75 MPH BASIC WIND SPEED WITH 0.50" RADIAL ICE WITH LOAD DUE TO WIND REDUCED BY 25% WHEN CONSIDERED SIMULTANEOUSLY WITH ICE.
TOWER DESIGN CONFORMS TO STANDARD EIA/TIA-222-F FOR 75 MPH BASIC WIND SPEED WITH NO ICE.
2. MATERIAL: (A) SOLID RODS CONFORM TO ASTM A-572 GRADE 50 REQUIREMENTS.
(B) ANGLES CONFORM TO ASTM A-36 REQUIREMENTS.
(C) PIPE CONFORMS TO ASTM A-53 TYPE E, GRADE B REQUIREMENTS. (MIN YIELD STRENGTH=42 KSI)
(D) ALL STEEL PLATES CONFORM TO ASTM A-36 REQUIREMENTS.
3. FINISH: HOT DIPPED GALVANIZED AFTER FABRICATION.
4. ANTENNAS:
285' - FOUR DB810 ANTENNAS ON A LOW PROFILE PLATFORM WITH 1 5/8" LINES.
5. MIN. WELDS 5/16" UNLESS OTHERWISE SPECIFIED. ALL WELDING TO CONFORM TO AWS SPECS.
6. ALL BOLTS AND NUTS MUST BE IN PLACE BEFORE THE ADJOINING SECTION(S) ARE INSTALLED.
7. ALL A-325 BOLTS SHALL BE PRE-TENSIONED PER AISC SPECIFICATIONS. REFER TO DRAWING # 123107-A ("BOLT PRE-TENSIONING REQUIREMENTS".)
8. EIA GROUNDING FOR TOWER.
9. DUAL LIGHT KIT (151' - 350')



JAN 12 1999

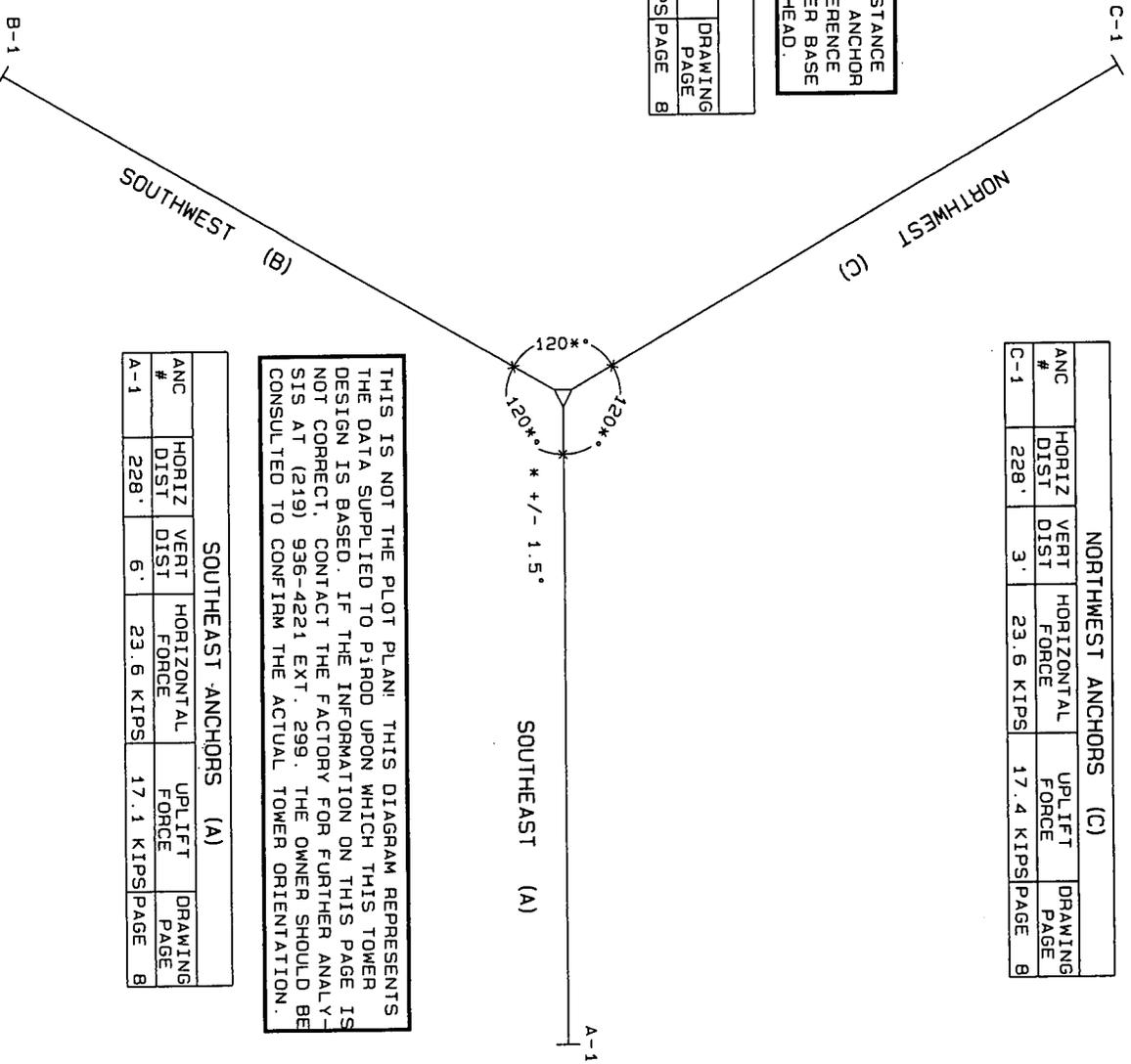
GTE MOBILNET CLEVELAND OPERATIONS
AURORA, KY.
30 X 286' GUYED TOWER

APPROVED/ENG.	WBR	01/12/1999
APPROVED/FOUND	N/A	
DRAWN BY	TRP	


PIROD INC.
 1545 Pidco Dr.
 Plymouth, IN 46563-0128
 219-936-4221

NOTE: THE HORIZONTAL DISTANCE IS THE DISTANCE MEASURED FROM THE TOWER BASE PIN TO THE ANCHOR HEAD. THE VERTICAL DISTANCE IS THE DIFFERENCE BETWEEN THE GROUND ELEVATION AT THE TOWER BASE AND THE GROUND ELEVATION AT THE ANCHOR HEAD.

SOUTHWEST ANCHORS (B)					
ANC #	HORIZ DIST	VERT DIST	HORIZONTAL FORCE	UPLIFT FORCE	DRAWING PAGE
B-1	228'	-7'	23.5 KIPS	18.2 KIPS	PAGE 8



NORTHWEST ANCHORS (C)					
ANC #	HORIZ DIST	VERT DIST	HORIZONTAL FORCE	UPLIFT FORCE	DRAWING PAGE
C-1	228'	3'	23.6 KIPS	17.4 KIPS	PAGE 8

THIS IS NOT THE PLOT PLAN! THIS DIAGRAM REPRESENTS THE DATA SUPPLIED TO PIRROD UPON WHICH THIS TOWER DESIGN IS BASED. IF THE INFORMATION ON THIS PAGE IS NOT CORRECT, CONTACT THE FACTORY FOR FURTHER ANALYSIS AT (219) 936-4221 EXT. 299. THE OWNER SHOULD BE CONSULTED TO CONFIRM THE ACTUAL TOWER ORIENTATION.

SOUTHEAST ANCHORS (A)					
ANC #	HORIZ DIST	VERT DIST	HORIZONTAL FORCE	UPLIFT FORCE	DRAWING PAGE
A-1	228'	6'	23.6 KIPS	17.1 KIPS	PAGE 8

ARCHIVE
 ENG. FILE NO. A-115343-0-80944
 DRAWING NO. 204536-B
 PAGE 3 OF 10

APPROVED/ENG. MBR 01/12/1999
 APPROVED/FOUND. N/A
 DRAWN BY TFP

1545 Pidco Dr.
 Plymouth, IN 46563-0128
 219-936-4221

PERCO INC.

GTE MOBILNET CLEVELAND OPERATIONS
 AURORA, KY
 # 30 X 286 GUYED TOWER

GUY HARDWARE DETAIL

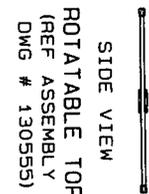
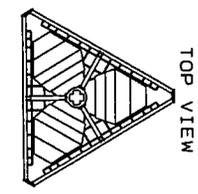
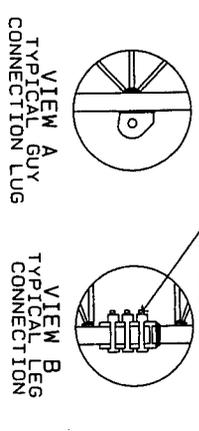
HT.	GUY SIZE	LUG PART #	SHCKL SIZE	THMBL E SIZE	TURN- BCKLE	PREFORM	INITIAL TENSION **					
							@ -30°F	@ 0°F	@ 30°F	@ 60°F	@ 90°F	@ 120°F
280'	7/16" EHS.	105062	5/8"	1/2"	3/4"	BG-2148	2598#	2431#	2256#	2080#	1913#	1756#
210'	7/16" EHS.	105062	5/8"	1/2"	3/4"	BG-2148	2792#	2555#	2318#	2080#	1854#	1656#
140'	3/8" EHS.	105062	5/8"	7/16"	5/8"	BG-2147	2209#	1979#	1764#	1540#	1338#	1143#
70'	3/8" EHS.	105062	5/8"	7/16"	5/8"	BG-2147	2381#	2091#	1819#	1540#	1291#	1062#

** TENSIONS SHOWN ARE FOR GUY LINE (A). INTERPOLATION IS PERMITTED FOR OTHER TEMPERATURES.
 TOLERANCE IS +/- 10% OF INITIAL TENSION SHOWN.

GUY LENGTH DATA

HT.	GUY SIZE	#	THEORETICAL LENGTH ***			
			(A) SOUTHEAST	(B) SOUTHWEST	(C) NORTHWEST	(D) NORTHEAST
280'	7/16" EHS.	3	356.5'	366.5'	358.8'	358.8'
210'	7/16" EHS.	3	305.9'	314.8'	307.9'	307.9'
140'	3/8" EHS.	3	264.5'	271.3'	266.0'	266.0'
70'	3/8" EHS.	3	236.8'	240.7'	237.6'	237.6'

*** THEORETICAL LENGTH SHOWN IS NOT THE CUT LENGTH.
 ADD 5% TO 10% TO VALUE LISTED TO ARRIVE AT CUT LENGTH.
 QUANTITY OF CABLE SHIPPED IS THEORETICAL LENGTH + 10%.



SIDE VIEW
 ROTATABLE TOP
 (REF ASSEMBLY
 DWG # 130555)

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

163 WEST SHORT STREET

SUITE 300

LEXINGTON, KENTUCKY 40507-1361

606-231-8780

FACSIMILE 606-231-6518

REAL ESTATE FAX 606-255-9777

WWW.MMLK.COM

W. TERRY MCBRAYER
JOHN R. MCGINNIS
PHILLIP BRUCE LESLIE *
WILLIAM D. KIRKLAND
J. D. ATKINSON, JR.
JAMES G. AMATO
GEORGE D. GREGORY **
BRENT L. CALDWELL
W. BRENT RICE
JAMES H. FRAZIER, III +
STEPHEN C. CAWOOD
CHRISTOPHER M. HILL
LISA ENGLISH HINKLE
WILLIAM R. PALMER, JR.
BRUCE W. MACDONALD *
LUKE BENTLEY III
STEPHEN G. AMATO
MARY ESTES HAGGIN
R. STEPHEN MCGINNIS ++
JON A. WOODALL
MARIA S. BUCKLES
MARGARET M. YOUNG
JULIE A. COBBLE
MELINDA G. WILSON
MARY ELIZABETH CUTTER
LINDA J. WEST
JARON P. BLANDFORD

* ALSO ADMITTED IN OHIO

** ALSO ADMITTED IN COLORADO

+ ALSO ADMITTED IN TEXAS & FLORIDA

++ ALSO ADMITTED IN WEST VIRGINIA

WATSON CLAY (1908-1985)
OSCAR SAMMONS (1908-1985)

MAIN & HARRISON STREETS
P. O. BOX 347
GREENUP, KENTUCKY 41144-0347
606-473-7303
FACSIMILE 606-473-9003

300 STATE NATIONAL
BANK BUILDING
P. O. BOX 1100
FRANKFORT, KENTUCKY 40602-1100
502-223-1200
FACSIMILE 502-227-7385

DIRECTOR OF GOVERNMENTAL RELATIONS
MIKE HELTON
STATE NATIONAL BANK BUILDING
305 ANN STREET
SUITE 308
FRANKFORT, KENTUCKY 40601-2847
502-875-1176
FACSIMILE 502-226-6234

April 1, 1999

Ms. Stephanie Bell
Secretary of the Commission
Kentucky Public Service Commission
P.O. Box 615
730 Schenkel Lane
Frankfort, KY 40601

RECEIVED

APR 02 1999

PUBLIC SERVICE
COMMISSION

RE: Case Number 99-122

Dear Ms. Bell:

This letter is to follow up my request for a case number on April 1, 1999. The application is on behalf of Kentucky RSA No. 1 Partnership, for a cell site located off Unity Church Road near Aurora, Marshall County, Kentucky. I was given Case Number 99-122. We intend to file the application no later than April 7, 1999. If there are any questions, you may contact the undersigned at our Lexington office (606)231-8780). Thank you for your attention to this matter.

Sincerely,



W. Brent Rice

WBR/dkw

GEOTECHNICAL EXPLORATION REPORT
OF
PROPOSED GTE MOBILNET CELL TOWER
AURORA, KENTUCKY

Submitted By:

Geotech Engineering & Testing, Inc.

GEOTECH
Engineering &
Testing, Inc.

December 8, 1998

GPD Associates
2647 Waterfront Parkway East Drive
Indianapolis, Indiana 46214

Attention: Ms. Traci Preble

**RE: Geotechnical Exploration Report
Proposed GTE Mobilnet Tower
Aurora, Kentucky**

Dear Ms. Preble:

Geotech Engineering & Testing, Inc. (GEOTECH) is pleased to present the attached Geotechnical Exploration Report for the referenced site. The subsurface exploration was conducted in accordance with applicable ASTM Standards, and recognized standard field/laboratory procedures.

The attached report includes a review of pertinent project information provided to us, descriptions of site and subsurface conditions encountered and our recommendations for foundation design, site preparation and construction phase concerns. The Appendix contains a Boring Location Plan and the results of all field and laboratory tests conducted for this project.

We appreciate the opportunity to serve you and look forward to future association with you on this and other projects. If you have questions concerning this report, please call our office.

Sincerely
GEOTECH Engineering & Testing, Inc.



Christopher N. Farmer, P.E.
Principal Engineer



Attachments: Geotechnical Exploration Report

GEOTECHNICAL EXPLORATION

PROPOSED GTE MOBILNET TOWER

AURORA, KENTUCKY

Prepared For:

GPD Associates
2647 Waterfront Parkway East Drive
Indianapolis, Indiana 46214

Prepared By:

GEOTECH Engineering & Testing, Inc.
2720 Bridge Street
Paducah, Kentucky 42003

December 8, 1998

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1.0 OBJECTIVE

The purpose of this geotechnical study is to explore the subsurface conditions present at the site and to determine pertinent engineering properties of the materials encountered.

2.0 PROJECT INFORMATION

The subject site is located on Unity Church Road just outside the city limits of Aurora, Kentucky. The property lies on the south side of Unity Church Road and includes a rectangular 100 feet by 100 feet tract currently used as pastureland.

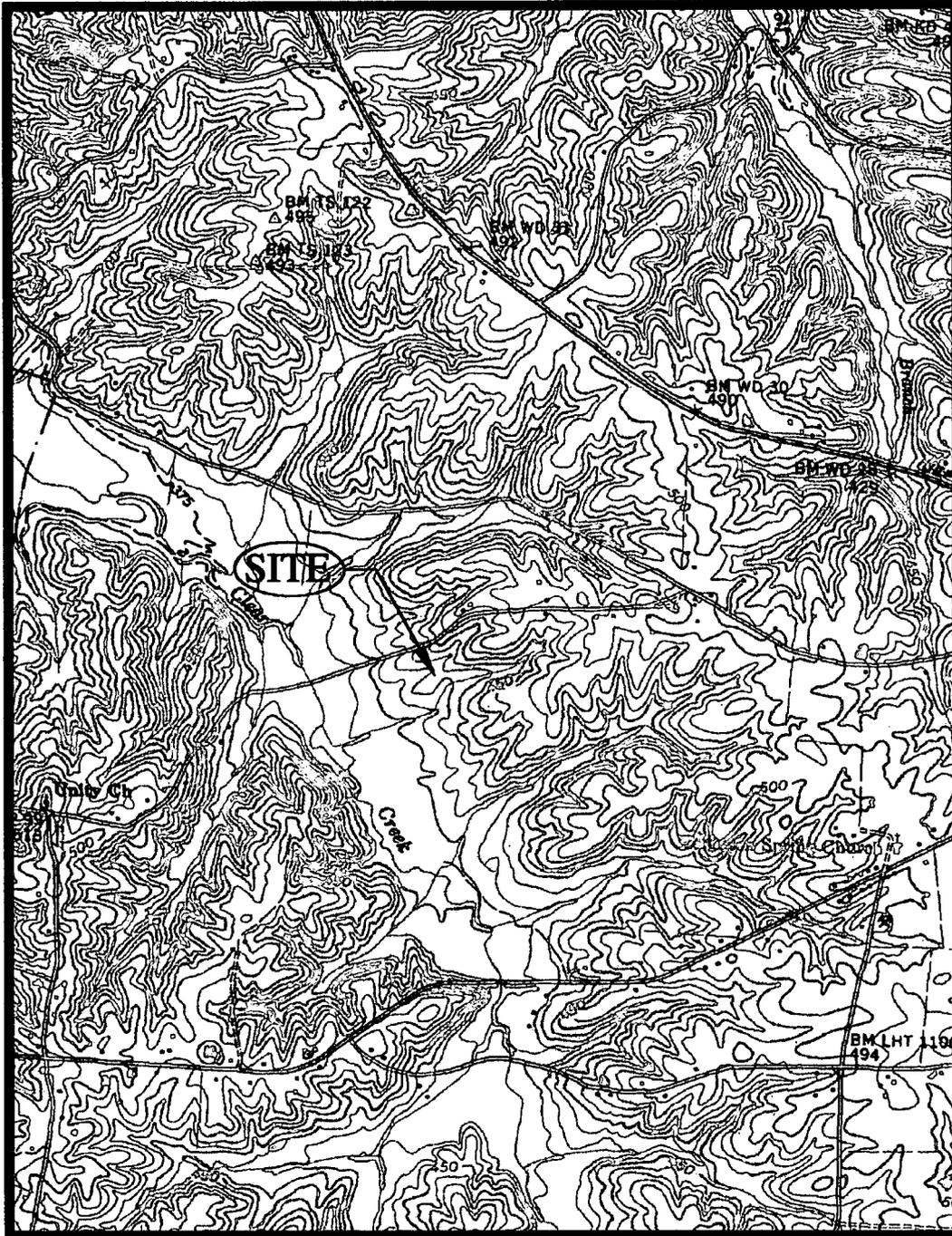
The proposed construction will include a 285 feet high tower supported by a base pad and three guyed anchors. The structural loads for the proposed tower will be supported by a conventional spread footing which will bear approximately 5 to 7 feet below grade surface. In addition the three anchors will bear at depths of approximately 6 to 8 feet below grade surface.

3.0 SITE CHARACTERISTICS

3.1 SITE DESCRIPTION

A site reconnaissance was conducted on November 20, 1998. Observations made during the site visit were used to assess drill rig accessibility and the location of utilities on-site. In addition, observations made at the time of drilling were used to aid in interpreting topographic, geologic and other conditions that may affect the proposed construction.

The site is located within the United States Geologic Survey, Fairdealing, KY 7.5 Minute Quadrangle. An excerpt of the topographic map is shown in Figure 1.



SCALE
(MILES)



SOURCE: U. S. GEOLOGICAL SURVEY
FAIRDEALING, KY QUADRANGLE
7.5 MINUTE SERIES (TOPOGRAPHIC)

FIGURE 1 : SITE VICINITY MAP

PROPOSED GTE MOBILNET TOWER
UNITY CHURCH ROAD
AURORA, KENTUCKY

GEOTECH
ENGINEERING & TESTING, INC.
2720 BRIDGE STREET
PADUCAH, KENTUCKY 42003

PH: (502) 443-1995

FAX: (502) 443-1904

The subject site is located on Unity Church Road just outside the city limits of Aurora, Kentucky. The property lies on the south side of Unity Church Road and includes a rectangular 100 feet by 100 feet area along with guy wire anchor, access and utility easements. The topography of the immediate area is rolling, with the approximate elevation of the site being 430 feet above sea level (National Geodetic Vertical Datum of 1929). The general location of the site is shown in Figure 1. Land usage in the vicinity of the site is predominantly vacant and residential.

Unity Church Road borders the site to the north with residential property lying beyond. The property is bordered to the south by pastureland. The site is bordered to the east by residential property. The property is bordered to the west by pastureland with a creek lying beyond. The site is predominantly rolling. Surface drainage appears to flow to the west. The site has approximately 8 feet to 10 feet of relief from east to west.

3.2 EXPLORATORY METHOD

The procedures used by GEOTECH for field and laboratory sampling and testing are in general accordance with ASTM procedures, and established engineering practice. A total of four soil test borings were advanced at the approximate locations shown on the attached Soil Boring Layout. The soil test borings were advanced on December 3, 1998.

Three of the soil test borings were located at the proposed guy wire anchor locations and were proposed to be advanced to a depth of 20 feet below grade surface. However, weathered limestone and auger refusal was met in two of the three soil test borings prior to 20 feet.

The remaining soil test boring was located at the proposed tower location and was proposed to be advanced to a depth of 50 feet below grade surface. However, weathered limestone and auger refusal was met prior to 50 feet. SCI Surveyors of Paducah, Kentucky had staked each boring location.

A MobileDrill truck mounted rotary-drilling rig was used to advance the soil test borings and to obtain soil samples for laboratory evaluation. Seamless steel Shelby Tubes were advanced each of the four soil test borings to obtain undisturbed soil samples for laboratory analysis. Disturbed samples were also retrieved during Standard Penetration tests (ASTM D-1586) with a 2-inch I.D., split-spoon sampler for laboratory analysis and soil consistency verification.

Our project engineer observed and directed the drilling operations and visually classified soil samples obtained using the Unified Soil Classification System and ASTM D-2488 as guides. Records of the conditions encountered and visual soil classification were prepared by the engineer and are included in the Appendix. The Boring Records represent our interpretation of the conditions encountered. It should be noted that strata changes may vary from those encountered, transitions may be gradual, and conditions may vary significantly at other locations. The groundwater information listed represents conditions at the time of drilling and 24 hours after completion. Representative soil samples obtained from the borings were preserved in the Shelby Tubes or in plastic bags, sealed and taken to the laboratory for testing.

4.0 LABORATORY TESTING

Laboratory soil tests were conducted in accordance with applicable ASTM Standards. Natural moisture contents were determined for all samples collected. Liquid and Plastic Limits tests were conducted for selected soil samples to verify field classification of the soils. In addition, these tests evaluate the potential for volumetric changes in the soil. Laboratory test results are tabulated in Appendix D.

Applicable ASTM test procedures are as follows:

<u>TEST</u>	<u>STANDARD</u>
Dry Preparation of Soil	ASTM D 421
Natural Moisture Content	ASTM D 2216
Liquid and Plastic Limit	ASTM D 4318
Standard Penetration	ASTM D 1586
Unconfined Compression	ASTM D 2166

5.0 SUBSURFACE CONDITIONS

5.1 STRATIGRAPHY

The stratigraphy of the subject site was relatively consistent across the site. At the time of drilling, the site was being used as pastureland. In all four borings advanced, a brown, low to moderate plasticity, moist, silty clay was encountered. The brown silty clay was determined to be relatively soft in the upper four to five feet of each boring. The brown silty clay extended to depths of between 5 and 7 feet below grade surface.

Beneath the brown silty clay strata, a gray, moist silty, clay was encountered in soil test borings B-1, B-2 and B-3. This gray, silty clay extended to depths of between 11 and 14 feet below grade in the referenced borings. Standard Penetration Tests produced "N" values in the range of between 11 and 17. The soil was classified as stiff within this stratum. Beneath this strata in soil boring B-1, B-2 and B-3, a gray highly weathered limestone with abundant angular chert fragments was encountered. The weathered limestone produced auger refusal in two of the three borings at depths ranging from 11 to 16 feet below ground surface.

Beneath the first referenced brown silty clay in soil test boring B-4, a reddish brown, low plasticity, moist sandy, silt was encountered. The sandy silt extended to a depth of 6 feet below the ground surface. Standard Penetration Tests produced "N" values of 25. The soil was classified as stiff in the stratum. Beneath the sandy silt, a gray highly weathered limestone and angular chert fragments was encountered. The weathered limestone produced auger refusal in soil test boring B-4.

5.2 GROUNDWATER

Groundwater was encountered in each of the four soil test boring at the time of drilling. In addition, two soil borings were left open to obtain further groundwater information. Groundwater was also observed in both of the two soil test borings twenty-four hours after completion. All

borings were backfilled upon completion of the twenty-four hour groundwater measurements. Specific groundwater measurements are provided in the table below:

Static Groundwater Depths		
Boring	Depth (@ time of drilling)	Depth (@ 24 hours)
B-1	3.2	2.3
B-2	2.1	---
B-3	5.2	0.5
B-4	3.0	---

The groundwater levels were considered to be relatively high. Upon discussion with the property owner it was determined that for this location groundwater levels are typically elevated and close to the ground surface.

5.3 LABORATORY RESULTS

Natural moisture contents were determined for the soil samples collected. Moisture content were fairly consistent across the site. Samples from 5 to 8 feet deep ranged from 19.70 to 26.27 percent. Samples from 8 to 15 feet deep ranged from 14.71 to 18.04 percent. Sample collected from 18 to 20 feet was found to be 21.03 percent. Exact moisture contents for all samples are tabulated in the appendix.

Field and laboratory tests were conducted to evaluate the soil strength characteristics on site. Standard Penetration Tests conducted in the field produced "N" values (blow counts), from 11 to 25 within the gray silty clay strata. The "N" values are closely correlated with the average soil consistency and an unconfined compressive strength. The "N" values indicate that the soil consistencies are firm to stiff. The blow counts correlate to unconfined compressive strengths of approximately 2,000 to 2,500 pounds per square foot.

Standard Penetration Tests produced "N" values, of above 20 at depths of between 8 to 15 feet. The elevated blow counts were the result of limestone and chert fragments within the soil strata.

Unconfined compression (UC) tests were conducted to evaluate soil strength. From the unconfined compression (UC) tests, it was determined that soils ranged from soft to firm consistency. The unconfined soil strength tests ranged from 1,032 to 2,997 pounds per square foot. Unconfined compression tests were performed on soils at depths of 8 - 10 feet in two soil borings.

6.0 GEOTECHNICAL CONSIDERATIONS

Based on site observations and subsurface conditions encountered, several of areas of geotechnical concerns were noted. First, relatively high groundwater levels were encountered during drilling activities and 24-hours after drilling activities ceased. Second, soils with soft consistencies were observed in on-site soils at depths of three to five feet below ground surface. Third, limestone layers encountered on site produced auger refusal in three of the four soil borings advanced.

As noted in Section 5.2, groundwater levels were observed at approximately 0.5 to 2.3 feet below ground surface after 24-hours. Discussions with the currently property owner revealed that relatively high groundwater levels are consistently present at the subject site. Groundwater will almost certainly be encountered during excavation for site grading and for foundation members. Where seepage occurs, it will be necessary to dewater the excavations and to prevent the seepage water from accelerating the deterioration of the subgrade. Gravity drainage, sump pumps or additional conventional minor dewatering procedures should be sufficient for this purpose. The shallow groundwater level and the limited thickness of soil overburden suggest that the site will be very susceptible to climatic changes during and following periods of rain. These periods of rain may make the site very wet and will possible raise groundwater levels making earthwork and construction impractical.

In general, excessive moisture has the effect of lowering the in-situ soil strength of the silty clays present on site. As a result of the lowering of soil strength, as load is added to the subsurface soils the potential for settlement increases. As previously mentioned the soft soils present are a direct result of the high groundwater. As a result, it will be necessary to remove the unsuitable soils to a depth of approximately five feet below ground surface for the foundation bearing seats.

The site appears to be underlain by highly weathered limestone. However, no rock cores were collected as part of this investigation. The limestone produced auger refusal in three of the four soil test borings. No data concerning the rock quality or consistency was obtained during this investigation. Core samples may need to be obtained to fully assess rock quality and design characteristics of the in-situ bedrock.

However, given the relatively shallow rock conditions encountered in several of the borings, if the rock is determined to be continuous bedrock, then rock anchors may be necessary to resist design loads at several of the guy wire anchor locations. Since the presence of voids, clay-filled seams and other discontinuities will significantly affect the pull-out resistance of anchors embedded in the rock, it is recommended that all bearing and anchor conditions be evaluated by a geotechnical engineer and all anchor rods tested to confirm development of design load capacity.

In any case, it is highly recommended that a geotechnical engineer verify soil-bearing characteristics after site stripping, foundation excavation and prior to concrete placement for any foundation member

7.0 RECOMMENDATIONS

7.1 BASIS FOR RECOMMENDATIONS

The following recommendations are based on data from this exploration and the stated project information. In our evaluations, we have utilized both subsurface data from this exploration and our experience with similar structures and subsurface conditions. If the structural information is

incorrect or changed subsequent to our reporting, if the siting or building components have been changed, or if the subsurface conditions encountered during the construction vary from those reported, our recommendations should be reviewed in light of the changed conditions.

Recommendations provided in this report are based in part on the assumption that our engineers will observe construction. We request that GEOTECH be retained to provide construction phase soil and material-testing services based on our knowledge of site conditions.

7.2 SITE PREPARATION

7.2.1 Stripping

To prepare the site for construction, the building area should be stripped of trees, topsoil, large root zones, old fill, or other organic or soft soil. Stripping should extend at least 10 feet beyond the construction area. Any extensively soft soil deposits should be evaluated by a geotechnical engineer to determine the amount of undercutting required.

7.2.2 Subgrade Preparation

After stripping, the site should be proof rolled in the presence of a geotechnical engineer. Proof rolling should be performed by making repeated passes over the subgrade with a heavy rubber-tired vehicle, such as a loaded dump truck. Any areas judged to deflect excessively during, proof rolling should be undercut and rerolled. This process should be repeated until all soft soils are removed or the geotechnical engineer recommends an alternate stabilization method.

7.2.3 Soil Fill Placement

Fill soils should be free of organics, deleterious debris, or rocks larger than 3 inches in diameter. Suitable fill soil should have a plasticity index (PI) of less than 40 and a maximum dry density according to the standard Proctor compaction test of at least 110 pounds per cubic foot (pcf).

The fill should be compacted to at least 98 percent of the soil standard Proctor (ASTM D-698) maximum dry density of the soil at a moisture content within 2 percent of optimum. The soil should be placed in lifts of 8 inches or less, and should be compacted and tested prior to placing additional lifts. All fill pads should extend laterally at least 5 feet beyond the building before sloping down. In-place density testing should be conducted for each lift placed to check the compaction achieved.

7.3 FOUNDATION RECOMMENDATIONS

7.3.1 *Tower and Anchor Design*

Based on information provided by the client, conventional spread footings and embedded anchors are to be used to support the proposed structures. However, the soft upper soils should be excavated prior to foundation construction.

A shallow soil bearing footing may be used to support the proposed tower. The foundation should bear in the firm to stiff residual silty clays found at the site. A maximum allowable net soil bearing pressure of 2,000 pounds per square foot (psf) should be used for design. Foundations should bear a minimum of 30 inches below final exterior grade to resist weather effects. A minimum foundation width of 24-inches should be used.

Guy wire anchors should be embedded in the firm to stiff residual silty clays encountered on-site. Anchors should be designed using a uniform passive lateral earth pressure of 1,000 psf and a base cohesion of 200 psf to resist horizontal loads. Anchor side shear to resist uplift and horizontal loads also should be estimated for the residual silty clays based on an allowable shear strength of 350 psf. An approximate moist unit weight of 110 pound per cubic foot (pcf) was estimated for the soils encountered. A summary of the recommended soil design parameters are given below:

Soil	Allowable Bearing Capacity (psf)	Dry Density (pcf)	Coefficient of Friction Against Sliding	K_p	Cohesion (psf)	ϕ (degrees)
Silty Clay	2,000	110	.35	1.9	200	18 °

If additional rock quality data is obtained and found to be suitable then rock embedded anchor rods may be an additional design option for two of the guy-wire anchor locations.

7.3.2 Prefabricated Building Foundation

Given the relatively light loads generated by the proposed prefabricated building, it is recommended that the structure be supported by piers or spread footings bearing in the firm to stiff silty clays located on-site. These shallow foundation members should be designed based on a maximum allowable net soil bearing pressure of 1,500 psf. The foundations should have minimum widths of 24 inches and should bear at least 30 inches below the final exterior soil subgrade.

It should be noted that foundation soil bearing surfaces can degrade when exposed to drying, precipitation, and cold temperatures for extended periods. As a result, it is advisable to pour concrete the same day that footings are excavated. If this is not possible, a mud mat of lean concrete should be placed on the bearing surface.

In order to confirm that subgrade degradation has not occurred, and in general, to confirm that suitable bearing materials are present, a geotechnical engineer or his/her representative should check each foundation excavation. This check also will serve to confirm that the bearing material encountered in the excavations is consistent with those found in this study. The geotechnical engineer also should be present to determine that significant frozen, loose, soft, or wet materials are not present in the excavation. The geotechnical engineer's observations, therefore, should take place after the excavation has been excavated and cleaned out completely.

7.3.3 *Floor Slabs*

In the event that grade-supported floor slabs are included in the prefabricated building design, the subgrade conditions present should be suitable, provided that the recommendation concerning the soft surficial soils are taken into consideration. Topsoil and soft surficial soils should be removed from the slab subgrade so that the slabs bear on suitable subgrade soils.

The shallow, soil-bearing foundations are recommended to support the proposed structure. The foundations should bear in the silty clay layer encountered at the site. It is recommended that foundations which are seated to a depth of four feet below grade surface should be designed for net allowable soil bearing pressures of 1,500 pounds per square feet (psf) for continuous wall and isolated column footings.

Isolated and continuous footings should have minimum widths of at least 24 inches and 18 inches respectively. Exterior footings and all others exposed to the weather should bear at least 24 inches below final exterior grade. Interior footings not exposed to the weather should bear at least 12 inches below the soil subgrade.

7.3.4 *Groundwater Control*

Since the site was observed to have poor surface drainage conditions, surface/seepage water effects could be a concern for the type of structures planned; therefore, provisions should be made for removal surface/seepage water from the construction area. A general improvement may be realized by constructing shallow surface ditches around the perimeter and at intervals across the site or in a tributary pattern. The ditches should be graded to drain by gravity and could be a part of the permanent surface drainage system for the site.

It may be feasible to dewater localized excavations using small pumps in sumps or trenches. Care should be taken not to allow silts and fine sands to be washed into the sump, as subsidence of

adjacent ground may result. If pumps are not adequate to dewater the excavations, or if silting of the sump is detected, the geotechnical engineer should be contacted.

The conclusions and recommendations of this exploration report are based on conditions encountered in the borings at the time of investigation. No warranty can be made for the continuity of soil conditions between borings. If conditions differ from those encountered in this exploration, this office should be notified immediately in order to evaluate these conditions.

Appendix A

Soil Boring Layout Map

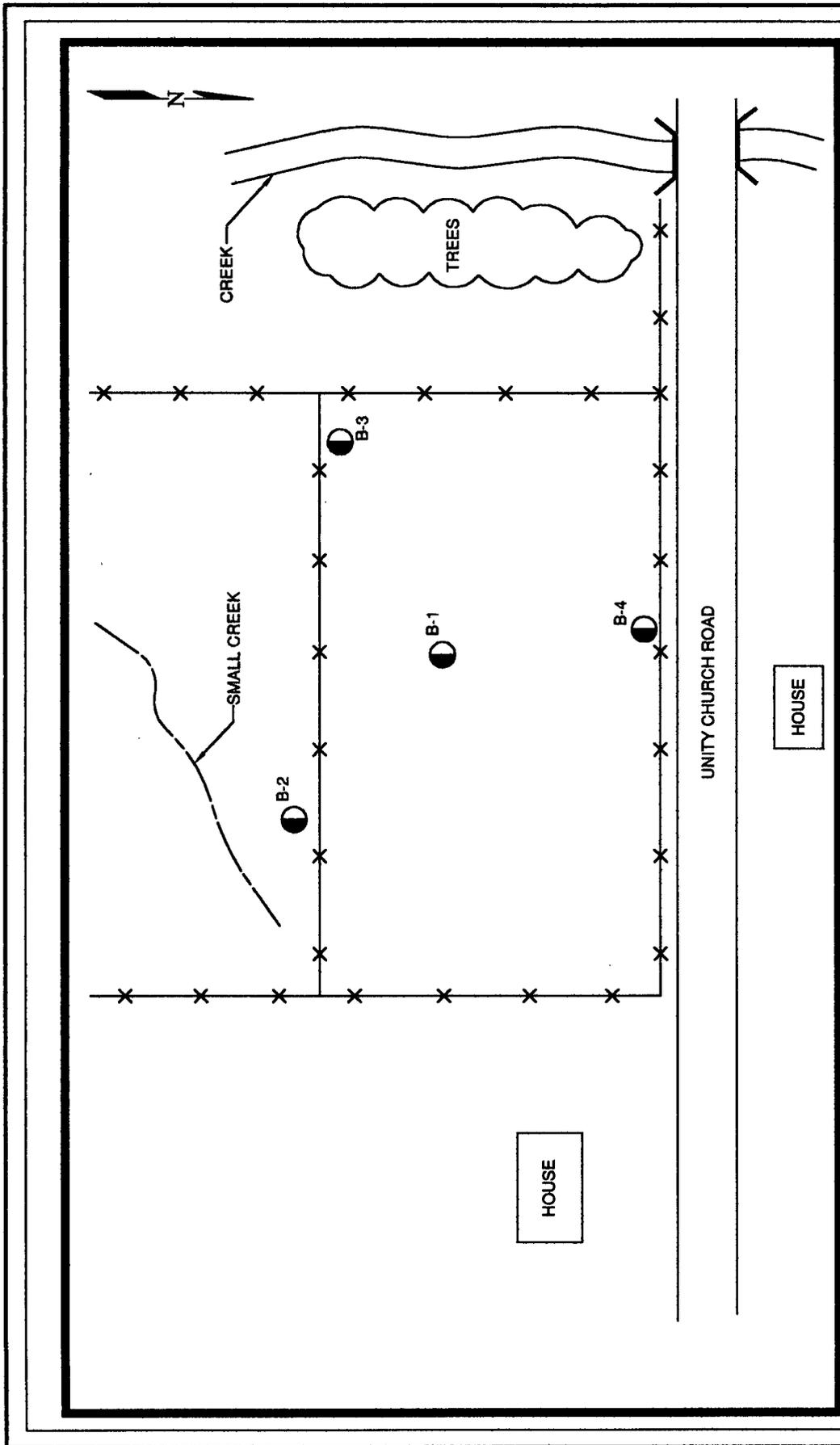


FIGURE 2: SITE SKETCH
PROPOSED GTE MOBILNET TOWER
UNITY CHURCH ROAD
AURORA, KENTUCKY

PROJECT NO: 98927
 SCALE: NTS
 DRAWN BY: JLG

GEOTECH
 ENGINEERING & TESTING, INC.
 2720 BRIDGE STREET
 PADUCAH, KENTUCKY 42003
 PH: (502) 443-1995 FAX: (502) 443-1904

Appendix B

Soil Boring Profile Map

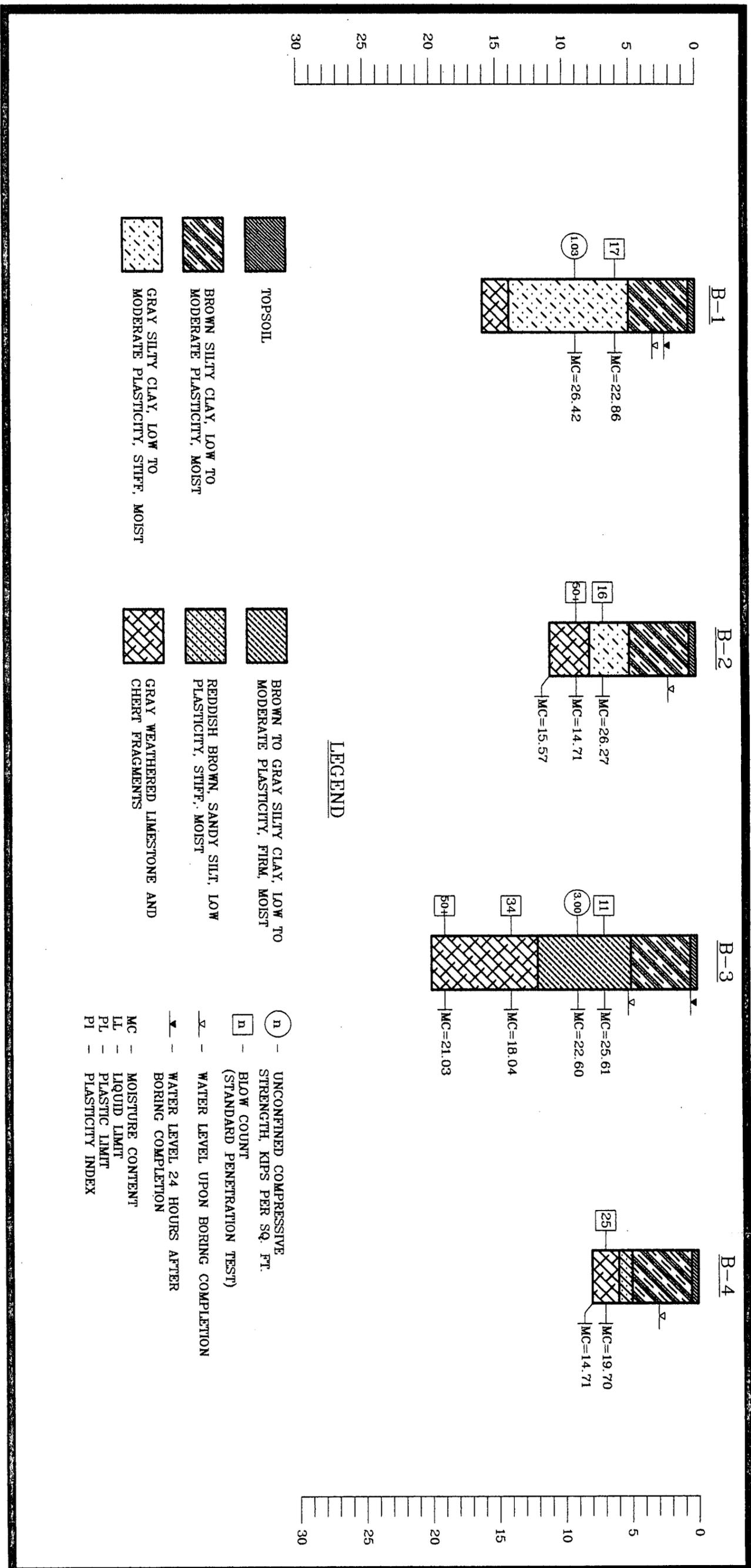


FIGURE 3: SOIL BORING CROSS SECTIONS

Proposed GTE Mobilnet Tower
 Unity Church Road
 Aurora, Kentucky

PROJECT NO:
98327

SCALE:
AS SHOWN

DRAWN BY:
JLG

GEOTECH

ENGINEERING & TESTING, INC.
 2720 BRIDGE STREET
 PADUCAH, KENTUCKY 42003
 PH: (502) 443-1995 FAX: (502) 443-1904

Appendix C

Soil Boring Logs

SUBSURFACE BORING LOG

Project: Proposed GTE Mobilnet Tower **Date:** 12/3/98 **Boring No.:** B-2

Location: Aurora, Kentucky **Job No.:** 98327 **Page:** 1 of 1

Surface Elevation: - - - **Method:** Hollow Stem Augers
Split S. / Shelby Tube **Logged By:** C. Farmer

Depth (ft)	Soil / Rock Description	Sample Type	"N" Blow / 6"	Sample Recovery	Moisture %	Comments
0	Grass/Weeds					GW @ drilling = 2.1 feet GW @ 24 hours = N/A
0 - 6'	Topsoil	1 (6' - 8')	4 - 6 - 10	80 %	19.70	
6' - 8'	Brown silty CLAY, (CL), low to moderate plasticity, soft, moist	SS				
8' - 10'	Gray, silty, CLAY, (CL), low to moderate plasticity, stiff, moist	2 (8' - 10')	20 - 35 - 36	40%	14.71	
10' - 20'	Gray weathered limestone and chert fragments	SS				
20' - 11'	Auger Refusal Boring Terminated @ 11 feet					

GW = Groundwater
SS = Splitspoon Sampler
ST = ShelbyTube Sampler

SUBSURFACE BORING LOG

Project: Proposed GTE Mobilnet Tower **Date:** 12/3/98 **Boring No.:** B-3

Location: Aurora, Kentucky **Job No.:** 98327 **Page:** 1 of 1

Surface Elevation: - - - **Method:** Hollow Stem Augers
Split S. / Shelby Tube **Logged By:** C. Farmer

Depth (ft)	Soil / Rock Description	Sample Type Depth	"N" Blow / 6"	Sample Recovery	Moisture %	Comments
0	Grass/Weeds					GW @ drilling = 5.2 feet GW @ 24 hours = 0.5 feet
	Topsoil	1 (6' - 8')	3 - 5 - 6	75 %	25.61	
	Brown silty CLAY, (CL), low to moderate plasticity, soft, moist	SS 2 (8' - 10')	N/A	- - -	22.60	Unconfined Compressive Strength = 2.997 ksf
10	Brown to gray, silty, CLAY, (CL), low to moderate plasticity, firm, moist	ST 3 (13' - 15')	11 - 16 - 18	70 %	18.04	
	Brown to gray, gravel and weathered limestone fragments, angular with sand and clay lenses	SS 4 (18' - 20')	16 - 33 - 50+	30 %	21.03	
20	Boring Terminated @ 20 feet					
30						
40						
50						

GW = Groundwater
SS = Splitspoon Sampler
ST = ShelbyTube Sampler

SUBSURFACE BORING LOG

Project: Proposed GTE Mobilnet Tower **Date:** 12/3/98 **Boring No.:** B-4

Location: Aurora, Kentucky **Job No.:** 98327 **Page:** 1 of 1

Surface Elevation: - - - **Method:** Hollow Stem Augers
Split S. / Shelby Tube **Logged By:** C. Farmer

Depth (ft)	Soil / Rock Description	Sample Type Depth	"N" Blow / 6"	Sample Recovery	Moisture %	Comments
0	Grass/Weeds					GW @ drilling = 3.0 feet GW @ 24 hours = N/A
	Topsoil	1 (6' - 8')	5 - 10 - 15	80 %	19.70	
	Brown silty CLAY, (CL), low to moderate plasticity, soft, moist	SS				Usable sample not obtained
	Reddish brown, sandy SILT low plasticity, stiff, moist	2 (8' - 9')	- - -	- - -	14.71	
20	Gray weathered limestone and chert fragments	ST				
	Auger Refusal Boring Terminated @ 8 feet					
30						
40						
50						

GW = Groundwater
SS = Splitspoon Sampler
ST = ShelbyTube Sampler

Appendix D

Laboratory Test Data

GEOTECH Engineering & Testing, Inc.

Laboratory Determination of Water Content of Soil and Rock - ASTM D 2216

Proposed GTE Mobilnet Cell Tower - Aurora, Kentucky

BORING NO.	B-1	B-2	B-2	B-3	B-3	B-3
SAMPLE DEPTH	5'-7'	6'-8'	10'-12'	6'-8'	13'-15'	18'-20'
CUP NO.	3	4	5	6	7	8
MASS OF CUP + WET SOIL	78.10	94.52	97.70	108.91	116.58	112.46
MASS OF CUP + DRY SOIL	66.32	77.95	86.53	89.77	101.00	95.44
MASS OF CUP	14.78	14.87	14.80	15.04	14.66	14.49
MASS OF DRY SOIL	51.54	63.08	71.73	74.73	86.34	80.95
MASS OF WATER	11.78	16.57	11.17	19.14	15.58	17.02
WATER CONTENT (%)	22.86	26.27	15.57	25.61	18.04	21.03

BORING NO.	B-4	B-4				
SAMPLE DEPTH	5'-7'	8'-9'				
CUP NO.	9	10				
MASS OF CUP + WET SOIL	110.40	108.45				
MASS OF CUP + DRY SOIL	94.64	96.44				
MASS OF CUP	14.63	14.82				
MASS OF DRY SOIL	80.01	81.62				
MASS OF WATER	15.76	12.01				
WATER CONTENT (%)	19.70	14.71				

BORING NO.						
SAMPLE DEPTH						
CUP NO.						
MASS OF CUP + WET SOIL						
MASS OF CUP + DRY SOIL						
MASS OF CUP						
MASS OF DRY SOIL						
MASS OF WATER						
WATER CONTENT (%)						

BORING NO.						
SAMPLE DEPTH						
CUP NO.						
MASS OF CUP + WET SOIL						
MASS OF CUP + DRY SOIL						
MASS OF CUP						
MASS OF DRY SOIL						
MASS OF WATER						
WATER CONTENT (%)						

BORING NO.						
SAMPLE DEPTH						
CUP NO.						
MASS OF CUP + WET SOIL						
MASS OF CUP + DRY SOIL						
MASS OF CUP						
MASS OF DRY SOIL						
MASS OF WATER						
WATER CONTENT (%)						

GEOTECH Engineering & Testing, Inc.

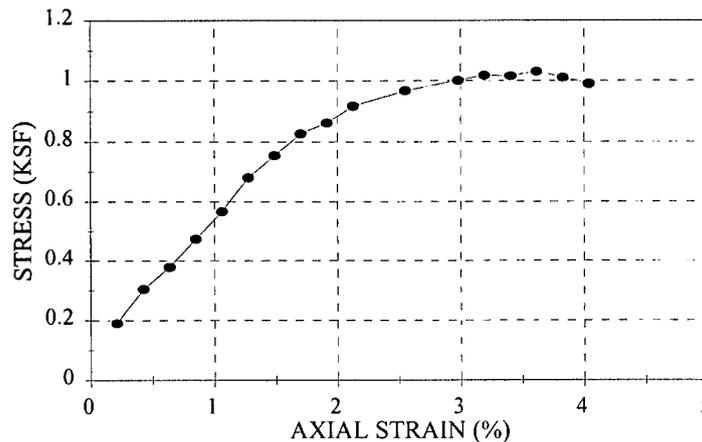
Unconfined Compressive Strength of Cohesive Soil - ASTM D 2166
Proposed GTE Mobilnet Cell Tower - Aurora, Kentucky

DATE:	12/04/98
BORING NO.:	B-1
SAMPLE DEPTH:	8' - 10'
SAMPLE DESCRIPTION:	Gray Silty Clay
SPECIMAN DIAMETER (IN.):	2.865
SPECIMEN AREA (SQ. IN.):	6.448
SPECIMAN LENGTH (IN.):	4.695

CUP NO.:	1
CUP + WET SOIL:	106.92
CUP + DRY SOIL:	87.73
CUP:	15.10
DRY SOIL:	72.63
WATER:	19.19
WATER CONTENT (%):	26.42

STRAIN GAUGE	SPECIMAN DEFORMATION (IN.)	VERTICAL STRAIN	VERTICAL STRAIN (%)	PROVING RING DIVISIONS	LOAD (LB.)	CORRECTE AREA (SQ. IN.)	STRESS (PSI)	STRESS (KSF)
10	0.010	0.002	0.2	10	8.560	6.462	1.325	0.191
20	0.020	0.004	0.4	16	13.696	6.476	2.115	0.305
30	0.030	0.006	0.6	20	17.120	6.490	2.638	0.380
40	0.040	0.009	0.9	25	21.400	6.504	3.290	0.474
50	0.050	0.011	1.1	30	25.680	6.518	3.940	0.567
60	0.060	0.013	1.3	36	30.816	6.532	4.718	0.679
70	0.070	0.015	1.5	40	34.240	6.546	5.231	0.753
80	0.080	0.017	1.7	44	37.664	6.560	5.741	0.827
90	0.090	0.019	1.9	46	39.376	6.574	5.989	0.862
100	0.100	0.021	2.1	49	41.944	6.589	6.366	0.917
120	0.120	0.026	2.6	52	44.512	6.617	6.727	0.969
140	0.140	0.030	3.0	54	46.224	6.646	6.955	1.001
150	0.150	0.032	3.2	55	47.080	6.661	7.068	1.018
160	0.160	0.034	3.4	55	47.080	6.676	7.052	1.016
170	0.170	0.036	3.6	56	47.936	6.690	7.165	1.032
180	0.180	0.038	3.8	55	47.080	6.705	7.021	1.011
190	0.190	0.040	4.0	54	46.224	6.720	6.878	0.990

STRESS vs. STRAIN



FAIR DEALING, KY AURORA

CREEK

JONATHAN

BM WD 34
582

BM T2
360

BM WD 21
460

BM WD 10
460

BM 1420

BM LHT 166
194

Epiphany
Church

Drive-in theatre

Epiphany Church



Aurora/KY 1

AURORA

①

Federal Aviation Administration
Southern Region
Air Traffic Division, ASO-520
P. O. Box 20636
Atlanta, GA 30320

ACKNOWLEDGEMENT OF NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

CITY	STATE	LATITUDE/LONGITUDE		MSL	AGL	AMSL
AURORA	KY	36-46-33.94	088-11-35.72	401	300	701

KENTUCKY RSA NO.1 PARTNERSHIP
LEE SICA-REGULATORY-MC GA 3B1REG
245 PERIMETER CENTER PARKWAY
ATLANTA, GA 30346

AERONAUTICAL STUDY
No: 98-ASO-7669-OE

Type Structure: ANTENNA TOWER SEE FREQUENCIES BELOW

The Federal Aviation Administration hereby acknowledges receipt of notice dated 12/17/98 concerning the proposed construction or alteration contained herein.

A study has been conducted under the provisions of Part 77 of the Federal Aviation Regulations to determine whether the proposed construction would be an obstruction to air navigation, whether it should be marked and lighted to enhance safety in air navigation, and whether supplemental notice of start and completion of construction is required to permit timely charting and notification to airmen. The findings of that study are as follows:

The proposed construction would not exceed FAA obstruction standards and would not be a hazard to air navigation. However, the following applies to the construction proposed:

The structure should be obstruction marked and lighted per FAA Advisory Circular AC 70/7460-1J, 'Obstruction Marking and Lighting. CHAPTERS: -3 -4 -5 -6 -7 -8 -9 -10 -11 -12 -13. Dual red with medium intensity white lights

Supplemental notice is required ~~within five days after construction reaches its greatest height~~ within five days after construction reaches its greatest height (use the enclosed FAA form).

This determination expires on 07/07/99 unless application is made, (if subject to the licensing authority of the Federal Communications Commission), to the FCC before that date, or it is otherwise extended, revised or terminated.

If the structure is subject to the licensing authority of the FCC, a copy of this acknowledgement will be sent to that agency.

NOTICE IS REQUIRED ANYTIME THE PROJECT IS ABANDONED OR THE PROPOSAL IS MODIFIED

SIGNED *Mary Z. McBurney* Specialist, Airspace Branch.
Mary Z. McBurney (404) 305-~~5583~~ 5583
ISSUED IN: College Park, Georgia ON 01/05/99

Frequencies: 880-894 MHz, 2.1,6.0,10.0, and/or 21.0 GHz/ 500 WATTS



Kentucky Airport Zoning Commission
125 Holmes Street
Frankfort, KY 40622

(502) 564-4480
Fax: (502) 564-7933
No.: AS-079-CEY-98-294

March 15, 1999

APPROVAL OF APPLICATION

APPLICANT:
GTE MOBILNET OF KENTUCKY B INC.
SHARON YEAGER
245 PERIMETER CENTER PARKWAY
Atlanta, GA 30346

SUBJECT: AS-079-CEY-98-294

STRUCTURE: ANTENNA TOWER
LOCATION: AURORA, KY
COORDINATES: 36°46'33.75"N / 88°11'35.61"W
HEIGHT: 300'AGL/701'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct (300'AGL/701'AMSL) ANTENNA TOWER near AURORA, KY 36°46'34"N, 88°11'36"W.

This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit.

A copy of the approved application is enclosed for your files.

Dual obstruction lighting is required in accordance with 602 KAR 50:100..

R. Bland
Ronal Bland, Administrator

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

163 WEST SHORT STREET

SUITE 300

LEXINGTON, KENTUCKY 40507-1361

606-231-8780

FACSIMILE 606-231-6518

REAL ESTATE FAX 606-255-9777

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PHILLIP BRUCE LESLIE *
WILLIAM D. KIRKLAND
J. D. ATKINSON, JR.
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OSCAR SAMMONS (1908-1985)

MAIN & HARRISON STREETS
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606-473-7303
FACSIMILE 606-473-9003

300 STATE NATIONAL
BANK BUILDING
P. O. BOX 1100
FRANKFORT, KENTUCKY 40602-1100
502-223-1200
FACSIMILE 502-227-7385

DIRECTOR OF GOVERNMENTAL RELATIONS
MIKE HELTON
STATE NATIONAL BANK BUILDING
305 ANN STREET
SUITE 308
FRANKFORT, KENTUCKY 40601-2847
502-875-1176
FACSIMILE 502-226-6234

April 2, 1999

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Hon. Mike Miller
Marshall County Judge Executive
Courthouse
1101 Main Street
Benton, KY 42025

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 99-122 (The Aurora Cell Facility)**

Dear Judge Miller:

Kentucky RSA No. 1 Partnership has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new cell facility to provide cellular radio telecommunication service. The facility will include a 285' guyed tower with attached antennas extending upwards for a total height of 300' and an equipment shelter to be located off Unity Church Road which borders the site to the north near Aurora, Marshall County, Kentucky. A map showing the location of the proposed new cell facility is enclosed. This notice is being sent pursuant to 807 KAR 5:063(1).

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to Case No. 99-122 in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Kentucky RSA
No. 1 Partnership

WBR/dkw

Exhibit H

Kentucky RSA No. 1 Partnership

Aurora Facility

Property Owners within a 500' radius of the Proposed Facility

William B. and Garnella Norwood
Route 5
Benton, KY 42025

Horace Sholar
534 Beal Road
Hardin, KY 42048

Horace Sholar
c/o Timmy Sholar
P.O. Box 132
Hardin, KY 42048

Jimmy and Valerie Rowland
634 East Unity Church Road
Benton, KY 42025

Dannie and Bonnie Kincannon
680 East Unity Church Road
Hardin, KY 42048

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

163 WEST SHORT STREET

SUITE 300

LEXINGTON, KENTUCKY 40507-1361

606-231-8780

FACSIMILE 606-231-6518

REAL ESTATE FAX 606-255-9777

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JAMES G. AMATO
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FACSIMILE 606-473-9003

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P. O. BOX 1100
FRANKFORT, KENTUCKY 40602-1100
502-223-1200
FACSIMILE 502-227-7385

DIRECTOR OF GOVERNMENTAL RELATIONS
MIKE HELTON
STATE NATIONAL BANK BUILDING
305 ANN STREET
SUITE 308
FRANKFORT, KENTUCKY 40601-2847
502-875-1176
FACSIMILE 502-226-6234

April 2, 1999

William B. and Garnella Norwood
Route 5
Benton, KY 42025

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

**RE: Public Notice - Public Service Commission of Kentucky,
Case No. 99-122 (The Aurora Cell Facility)**

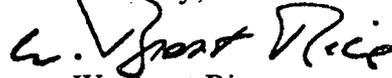
Dear Mr. and Mrs. Norwood:

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Sincerely,



W. Brent Rice
Counsel for Kentucky RSA
No. 1 Partnership

WBR/dkw

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

163 WEST SHORT STREET

SUITE 300

LEXINGTON, KENTUCKY 40507-1361

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April 2, 1999

W. TERRY McBRAYER
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* ALSO ADMITTED IN OHIO
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+ ALSO ADMITTED IN TEXAS & FLORIDA
++ ALSO ADMITTED IN WEST VIRGINIA

Horace Sholar
534 Beal Road
Hardin, KY 42048

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 99-122 (The Aurora Cell Facility)**

Dear Mr. Sholar:

Kentucky RSA No. 1 Partnership has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new cell facility to provide cellular radio telecommunication service. The facility will include a 285' guyed tower with attached antennas extending upwards for a total height of 300' and an equipment shelter to be located off Unity Church Road which borders the site to the north near Aurora, Marshall County, Kentucky. A map showing the location of the proposed new cell facility is enclosed. This notice is being sent to you because you own property or reside within a 500' radius of the proposed tower.

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Sincerely,


W. Brent Rice

Counsel for Kentucky RSA
No. 1 Partnership

WBR/dkw

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

163 WEST SHORT STREET

SUITE 300

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FACSIMILE 502-226-6234

April 2, 1999

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Horace Sholar
c/o Timmy Sholar
P.O. Box 132
Hardin, KY 42048

**RE: Public Notice - Public Service Commission of Kentucky,
Case No. 99-122 (The Aurora Cell Facility)**

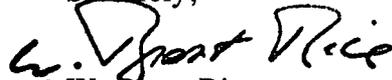
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Sincerely,



W. Brent Rice
Counsel for Kentucky RSA
No. 1 Partnership

WBR/dkw

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STATE NATIONAL BANK BUILDING
305 ANN STREET
SUITE 308
FRANKFORT, KENTUCKY 40601-2847
502-875-1176
FACSIMILE 502-226-6234

April 2, 1999

Jimmy and Valerie Rowland
634 East Unity Church Road
Benton, KY 42025

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 99-122 (The Aurora Cell Facility)**

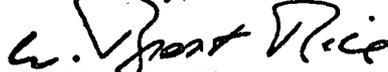
Dear Mr. and Mrs. Rowland:

Kentucky RSA No. 1 Partnership has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new cell facility to provide cellular radio telecommunication service. The facility will include a 285' guyed tower with attached antennas extending upwards for a total height of 300' and an equipment shelter to be located off Unity Church Road which borders the site to the north near Aurora, Marshall County, Kentucky. A map showing the location of the proposed new cell facility is enclosed. This notice is being sent to you because you own property or reside within a 500' radius of the proposed tower.

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Sincerely,



W. Brent Rice
Counsel for Kentucky RSA
No. 1 Partnership

WBR/dkw

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

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LUKE BENTLEY III
STEPHEN G. AMATO
MARY ESTES HAGGIN
R. STEPHEN MCGINNIS ++
JON A. WOODALL
MARIA S. BUCKLES
MARGARET M. YOUNG
JULIE A. COBBLE
MELINDA G. WILSON
MARY ELIZABETH CUTTER
LINDA J. WEST
JARON P. BLANDFORD

* ALSO ADMITTED IN OHIO

** ALSO ADMITTED IN COLORADO

+ ALSO ADMITTED IN TEXAS & FLORIDA

++ ALSO ADMITTED IN WEST VIRGINIA

WATSON CLAY (1908-1985)
OSCAR SAMMONS (1908-1985)

MAIN & HARRISON STREETS
P. O. BOX 347
GREENUP, KENTUCKY 41144-0347
606-473-7303
FACSIMILE 606-473-9003

300 STATE NATIONAL
BANK BUILDING
P. O. BOX 1100
FRANKFORT, KENTUCKY 40602-1100
502-223-1200
FACSIMILE 502-227-7385

DIRECTOR OF GOVERNMENTAL RELATIONS
MIKE HELTON
STATE NATIONAL BANK BUILDING
305 ANN STREET
SUITE 308
FRANKFORT, KENTUCKY 40601-2847
502-875-1176
FACSIMILE 502-226-6234

April 2, 1999

Dannie and Bonnie Kincannon
680 East Unity Church Road
Hardin, KY 42048

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 99-122 (The Aurora Cell Facility)**

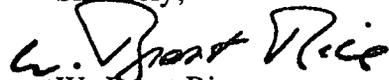
Dear Mr. and Mrs. Kincannon:

Kentucky RSA No. 1 Partnership has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new cell facility to provide cellular radio telecommunication service. The facility will include a 285' guyed tower with attached antennas extending upwards for a total height of 300' and an equipment shelter to be located off Unity Church Road which borders the site to the north near Aurora, Marshall County, Kentucky. A map showing the location of the proposed new cell facility is enclosed. This notice is being sent to you because you own property or reside within a 500' radius of the proposed tower.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to Case No. 99-122 in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Kentucky RSA
No. 1 Partnership

WBR/dkw

Site Name: Aurora
Site Number: KY - 0335

OPTION TO LEASE AGREEMENT

STATE OF KENTUCKY

COUNTY OF MARSHALL

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS OPTION TO LEASE AGREEMENT is made and entered into by and between KENTUCKY RSA NO. 1 PARTNERSHIP, whose address is 300 McLaws Circle, Suite 201, Williamsburg, Virginia 23185, hereinafter referred to as "Optionee" and HORACE SHOLAR having an address at 534 Beal Road, Hardin, Kentucky 42048, hereinafter referred to as "Optionor," whether one or more.

WITNESSETH:

WHEREAS, Optionor is the owner of fee simple title to certain real property located in the County of Marshall, State of Kentucky, as well as the easements, rights of way, and other interests relating thereto more fully described in Exhibit "A" attached hereto and incorporated herein by reference, and hereinafter referred to as "the Property," subject only to those encumbrances set forth in Exhibit "A."

WHEREAS, Optionee desires to acquire the right to lease the Property, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, it is agreed as follows:

1. **Option to Lease.** Optionor hereby grants to Optionee the right to lease the Property pursuant to the terms and conditions herein contained. The Lease of the Property which shall be entered into by Optionor and Optionee in the event that Optionee exercises this Option to Lease shall be in form set forth on Exhibit "B" attached hereto and incorporated herein by reference. Optionor represents and warrants that it holds unencumbered fee simple title, except as qualified in Exhibit "A", to the Property, and such warranty is a material inducement to Optionee in its execution thereof. Optionor further represents and warrants that Optionor will not enter into any agreement that would adversely affect Optionee's rights granted hereby.

2. **Term of Option.** The Option to Lease granted hereby shall commence upon the date hereinabove written and shall continue for six (6) months.

3. **Consideration.** This Option to Lease is granted to Optionee for payment in the amount of Five Hundred and No/100 Dollars (\$500.00), of which Five Hundred and No/100 Dollars (\$500.00), of that amount is acknowledged by Optionor to have been received in cash upon execution hereof. The balance, if any of said consideration will be paid within thirty (30) days. All such amounts paid shall be applied toward rent due under the Lease if this Option is exercised.

4. **Renewal of Option to Lease.** This Option to Lease may be renewed by Optionee for a term equal in length to that set forth in Section 2 by payment to Optionor by Optionee, the amount of Five Hundred and No/100 Dollars (\$500.00), prior to the expiration date of the initial term set forth in Section 2 above.

5. **Retention of Consideration.** In the event that Optionee does not exercise this Option to Lease within the term of this Option or any renewal thereof, all amounts paid to Optionor as consideration for this Option shall be retained by Optionor, except and unless Optionee is unable to exercise the Option due to damage, destruction, or taking of the Property which renders Optionee's use impracticable or impossible.

Site Name: Aurora
Site Number: KY - 0335

6. Exercise of Option to Lease. In the event that Optionee determines to exercise this Option to Lease, Optionee shall notify Optionor, during the option period or any renewals thereof, in writing, of this determination. Written notices by either party shall be addressed as follows:

To Optionor: HORACE SHOLAR
534 Beal Road
Hardin, KY 42048
Phone: (502) 354-8161

To Optionee: KENTUCKY RSA NO. 1 PARTNERSHIP
300 McLaws Circle, Suite 201
Williamsburg, VA 23185
Attn: Property Management
Phone: (757) 220-5979

7. Zoning or Other Approvals. Optionor hereby covenants that Optionor shall cooperate with Optionee in obtaining any zoning or other governmental approvals or authorizations necessary for Optionee's use of the Property as a part of its cellular radio system. Optionee shall reimburse Optionor for all expenses reasonably incurred by Optionor in any such cooperative efforts.

8. Access and Tests. The Optionor hereby grants to the Optionee and its agents, employees and assigns a license during the period of this Option to enter upon the Property to inspect the Property, cause boundary and topographical surveys to be prepared, and conduct such engineering investigations, including soil tests and any environmental assessments, as the Optionee may require. The Optionee shall pay for any damage caused to the Property as a result of these investigations.

9. Optionee's Access; Audit. Optionor hereby grants Optionee, and Optionee's agents, the right to enter upon the Property at any time prior to the expiration of this Option to make any and all inspections with respect to the condition or quality of the Property, including, without limitation, Optionee's causing a reputable environmental evaluation and/or consulting firm (the "Consultant") selected by Optionee to conduct an environmental inspection and audit of the property (the "Audit"), and to perform a survey of the Property, all at Optionee's sole cost and expense. Optionor shall cooperate with and assist the Consultant in designing the parameters of the Audit and in completing same as soon as practicable.

If the Audit identifies the presence of any condition upon the Property, or upon any adjoining or nearby properties, which, in Optionee's opinion, presents an unacceptable risk of liability or loss to Optionee or should otherwise be remedied, Optionee shall have the right to rescind its exercise of this Option and to terminate the resulting agreement by giving Optionor notice of such termination within thirty (30) days after its receipt of a copy of the Audit and the estimate of the Consultant as to the remedial costs. Thereafter, neither of the parties hereto shall be liable to the other hereunder and this Agreement shall be null and void.

10. Recording of Memorandum of Option. Optionee may record a memorandum of this Option with the Marshall County Recorder. If necessary to enable a memorandum of this Option to be recorded, Optionor shall deliver to Optionee a legal description more particularly describing the Property, if none is attached hereto, and Optionee may attach such description to the memorandum as Exhibit "A."

11. Entire Agreement. This instrument contains the entire Agreement between the parties hereto relating to the Property, and supersedes all prior agreements whether written or oral. This Option to Lease may only be modified, and any waiver of the terms hereof shall only be effective, if contained in a written instrument executed by both parties with the same formalities of this Option.

Site Name: Aurora
Site Number: KY - 0335

IN WITNESS WHEREOF, the parties hereto have executed this Option to Lease Agreement on this 6 day of Nov, 1998

OPTIONOR:

Horace T. Sholar
HORACE SHOLAR
405-54-8466
S.S.#

OPTIONEE:

KENTUCKY RSA NO. 1 PARTNERSHIP

By: GTE Wireless of the South Incorporated
General Partner

By: Daniel S. Mead
Daniel S. Mead

Its: President - Midwest Area

Site Name: Aurora
Site Number: KY - 0335

ACKNOWLEDGMENT

STATE OF KENTUCKY)
) SS.
COUNTY OF MARSHALL)

BEFORE ME, the undersigned authority, on this day personally appeared HORACE SHOLAR known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and seal of office this 6 day of NOV, 1998

Terry Lynn Sitole
Notary Public
(printed) TERRY LYNN SITOLE

(SEAL)

My Commission Expires: APR 22 2002

Resident of MARSHALL County

ACKNOWLEDGMENT

STATE OF Ohio)
) SS.
COUNTY OF Cuyahoga)

BEFORE ME, the undersigned authority, on this day personally appeared Daniel S. Mead, President - Midwest Area of GTE Wireless of the South Incorporated, General Partner of Kentucky RSA No. 1 Partnership, and acknowledged to me that he being duly authorized, signed the forgoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein stated and in the capacity therein stated.

Given under my hand and seal of office this 24 day of November, 1998

Allen J. Zullo
Notary Public
(printed) ALLEN J. ZULLO

(SEAL)

My Commission Expires: _____

Resident of Cuyahoga County

Site Name: Aurora
Site Number: KY - 0335

EXHIBIT A

A 100' x 100' lease area, guy anchor, and road easement lying south of Unity Church Road and just west of the subdivision boundary that is staked in the field and described as Parcel 7 of Map 20 in Marshall County, Kentucky.

This description of the Property is Preliminary and subject to change upon completion of a Registered Survey. Optionee will provide, at Optionee's own expense, a surveyed legal description of the Property, which description will be attached hereto upon completion and approval of Optionor.

Site Name: Aurora
Site Number: KY - 0335

EXHIBIT B

LAND LEASE AGREEMENT

STATE OF KENTUCKY

COUNTY OF MARSHALL

KNOWN ALL MEN BY THESE PRESENTS THAT:

This Land Lease Agreement, hereinafter referred to as "Lease," is made and entered into this 6 day of Nov, 1998 between HORACE SHOLAR having an address at 534 Beal Road, Hardin, Kentucky 42048, hereinafter referred to as "Landlord," and KENTUCKY RSA NO. 1 PARTNERSHIP, with offices at 300 McLaws Circle, Suite 201, Williamsburg, Virginia 23185, hereinafter referred to as "Tenant".

WITNESSETH:

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the following described lands, hereinafter referred to as "Leased Premises" situated in Marshall County, State of Kentucky, and more particularly described on Exhibit A attached hereto and made a part hereof.

2. **Use.** Landlord hereby grants permission to Tenant to occupy the Leased Premises to install, construct and operate a transmission tower, and radio and microwave communications equipment. Such equipment shall include, but not be limited to, an equipment building and emergency gasoline, butane, diesel or other fuel powered generator on the Leased Premises at a location suitable for Tenant's needs as determined by Tenant in its sole discretion. Said building will house additional equipment necessary for Tenant's communication operations and the emergency generator will be used at Tenant's option, but in most cases only in the event of a power failure. For the purposes of this Lease, the transmission tower and all of Tenant's equipment, building, generator, cables, wires, antennas and microwave dishes and accessories shall hereinafter collectively be referred to as "Communications Equipment" or "Communications Center."

3. **Term.** The primary term of this Lease shall be for five (5) years (the "Primary Term"), and shall commence on the day (the "Commencement Date") Tenant obtains the Local Permits (as hereinafter defined) and terminates on the day before the fifth (5th) anniversary of the Commencement Date subject to extensions as set forth in Section 5 below commencement date:

4. **Rent.** Tenant shall pay Landlord at the address designated in Section 9 of this Lease, as prepaid rent, an amount equal to _____ and No/100 Dollars (_____) on the Commencement Date. Tenant shall pay as rental for the Leased Premises, during the Primary Term, at the address designated in Section 9, an amount equal to _____ and No/100 Dollars (_____) annually, all in advance on the anniversary of the Commencement Date. In the event this Lease is extended beyond the Primary Term, as hereinafter provided, the yearly rental rate shall be adjusted in accordance with Section 5 below.

5. **Extensions.** Tenant shall have the option to extend this Lease by a series of five (5) additional terms ("Renewal Term") of five (5) years each so long as it has complied with the terms and conditions of the Lease and is not in default hereunder. Tenant shall give written notice to Landlord of its intention to extend during the last six (6) months of the Primary Term or any extension thereof, as the case may be, but in no event shall such notice be less than thirty (30) days prior to the expiration of any such term. If Tenant fails to notify Landlord of any renewal option that Tenant has the right to exercise hereunder prior to the required time, its option(s) to renew or extend shall nevertheless remain in full force and effect for a period of thirty (30) days after receipt of written notice from Landlord

Site Name: Aurora

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subsequent to the required time setting forth the expiration date of this Lease and advising Tenant that notice of renewal has not been received. In the event Tenant exercises options to extend this Lease, rentals for the first additional term shall be \$5,750.00 per year, rentals for the second additional term shall be \$6,612.50 per year, rentals for the third additional term shall be \$7,604.38 per year, rentals for the fourth additional term shall be \$8,705.04 per year, rentals for the fifth additional term shall be \$10,010.80 per year.

6. Holding Over. If Tenant should remain in possession of the Leased Premises after the expiration of the Primary Term or any Renewal Term of this Lease, without the exercise of an option or the execution by Landlord and Tenant of a new lease, then Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this Lease and at a monthly rental of one and one-fourth (1.25) the per month rental then provided hereby.

7. Access. Tenant is hereby given and granted the right-of-way of ingress and egress over and across the Leased Premises and other lands owned by Landlord as may be required for the purpose of erection, installation, maintenance and removal of such Communications Equipment and other necessary appurtenances and for access for telephone lines and power lines in connection with its cellular, radio and microwave Communications Center. Such right-of-way of ingress and egress shall be over existing roads, parking lots or over other roads that may be established by Tenant hereafter. An additional legally described access easement not less than 15 feet or more than 30 feet wide is defined and attached hereto as Exhibit "B". Any new access road constructed by Tenant to the Leased Premises shall be for Tenant's use. Tenant shall have the right but not the obligation to improve any access easement either by grading, graveling or paving it.

In the event it is not practicable, in Tenant's opinion or in the opinion of any applicable Utility Company, to use the access easement for the providing of utilities to the Leased Premises, Landlord agrees to grant to Tenant or to such Utility Companies as Tenant shall designate, an easement or easements for such utilities as Tenant deems necessary to serve the Leased Premises (whether singular or plural, the "Utility Easement"). Landlord shall advise Tenant of any Utility Company requesting an easement over and across the Leased Premises. The Utility Easement shall be for the installation and maintenance (whether by Tenant or by its designated Utility Company) under and/or above the ground from the point of connection with the Utility Company's distribution network to Tenant's building located on the Leased Premises. The Utility Easement shall be sufficiently wide for the providing of the applicable utilities to the Leased Premises, but in no event wider than 30 feet. Furthermore, it is understood that Tenant and the Utility Company providing services to Tenant shall have access to all areas of the Leased Premises and other lands or rights-of-way owned by Landlord as necessary for installation, maintenance and/or repair of such services.

8. Utilities at Tenant's Cost. Tenant shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Leased Premises. Tenant shall have an electrical current meter installed at the Leased Premises, and the cost of such meter and of installation, maintenance and repair thereof shall be paid for by the Tenant.

Site Name: Aurora
Site Number: KY - 0335

9. Notice. Any notice shall be in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows:

Landlord:
HORACE SHOLAR
534 Beal Road
Hardin, KY 42048
Phone: (502) 354-8161

Tenant:
KENTUCKY RSA NO. 1 PARTNERSHIP
300 McLaws Circle, Suite 201
Williamsburg, VA 23185
Attn: Property Management
Phone: (757) 220-5979

With a copy to:

GTE Wireless
245 Perimeter Center Parkway
Atlanta, GA 30346
Attn: Real Estate Counsel

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

10. Liability and Indemnity. Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence or willful misconduct of Tenant or Tenant's agents, employees or contractors occurring during the Primary Term or any Renewal Term of this Lease in or about the Leased Premises. Landlord agrees to indemnify and save Tenant harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence or willful misconduct of Landlord or Landlord's agents, employees, contractors or other tenants of Landlord occurring during the Primary Term or any Renewal Term of this Lease.

11. Environmental Laws. Landlord hereby makes the following representations and warranties to Tenant, for the benefit of Tenant:

(a) Landlord has obtained all permits, licenses and other authorizations, if any, which are required under Environmental Laws, as defined below, and Landlord is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, notifications, schedules and timetables contained in the Environmental Laws;

(b) Landlord is not aware of, and has not received notice of, the disposal or release or presence of Hazardous Substances, as defined below, on the Leased Premises, the Access Easement, the Utility Easement, or any property owned by Landlord that is adjoining or adjacent to the Leased Premises, the Access Easement, or the Utility Easement, or of any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance on the part of Landlord in any material respect with any Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, lien, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any Hazardous Substance;

Site Name: Aurora
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(c) The Leased Premises, the Access Easement, the Utility Easement and all property owned by Landlord that is adjoining or adjacent to the Leased Premises, the Access Easement or the Utility Easement are free from Hazardous Substances; and

(d) There is not pending, to the best of Landlord's knowledge, threatened against Landlord, and Landlord knows of no facts or circumstances that might give rise to, any civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, environmental lien, investigation, or proceeding relating in any way to Environmental Laws.

As used herein the following terms shall have the following meanings:

"Environmental Laws" shall mean all federal, state, and local laws relating to pollution or protection of the environment, including, without any limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 et seq., and laws relating to emissions, discharges, releases or threatened releases of any Hazardous Substance into the environment (including without limitation ambient air, surface water, ground water or land), or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances and any and all regulations, codes, standards, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved thereunder.

"Hazardous Substances" shall mean any pollutant, contaminant, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law, including, without limiting the generality of the foregoing, asbestos, PCBs, petroleum products (including crude oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas) or any other substance defined as a "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "hazardous material," "hazardous chemical," "hazardous waste," "regulated substance," "toxic chemical," "toxic substance," or other similar term in any Environmental Law.

If during the Initial Term or any Extended Term it is determined that the Leased Premises, the Access Easement, the Utility Easement or Landlord's Property in which the Leased Premises, the Access Easement or the Utility Easement form a part is contaminated with Hazardous Substances, Tenant shall have the right, in addition to other rights and remedies, to terminate this Lease upon thirty (30) days written notice to Landlord.

12. Termination. In addition to other rights of termination Tenant may have under this Lease, Tenant shall have the right to terminate this Lease at any time upon any of the following events:

- (a) Upon providing Landlord six (6) months prior written notice.
- (b) If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Equipment cannot be obtained, or is revoked or if Tenant in its sole discretion determines the cost of obtaining such approval is prohibitive.
- (c) If Tenant determines that the property is not appropriate for locating its Communications Equipment for technological reasons, including, but not limited to, signal interference.
- (d) If the Leased Premises is damaged or destroyed to the extent, in Tenant's sole discretion, it is not practicable for Tenant to use or rebuild.

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Tenant will give Landlord thirty (30) days prior written notice of termination of this Lease under the terms of subparagraphs (b) and (c) of this Section 12. Upon termination, neither party will owe any further obligation under the terms of this Lease except for Tenant's responsibility of removing all of its Communications Equipment from the Leased Premises and restoring the areas occupied by Tenant to as near as practicable, to its original condition, save and except normal wear and tear, damage due to casualty and acts beyond Tenant's control.

13. Defaults and Remedies. Notwithstanding anything in this Lease to the contrary, Tenant shall not be in default under this Lease until thirty (30) days after receipt of written notice thereof from Landlord, provided, however, that if any such default cannot reasonably be cured within thirty (30) days, Tenant shall not be deemed to be in default under the Lease if Tenant commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

In the event of Tenant's default as provided above, Landlord may, at its option, terminate this Lease without affecting its right to sue for all past due rentals, and any other damages to which the Landlord may be entitled. Should Landlord be entitled to collect rentals or damages and be forced to do so through its attorney, or by other legal procedures, Landlord shall, upon receipt of a favorable ruling, be entitled to its reasonable costs and attorney fees thereby incurred upon said collection. Landlord shall be obligated to mitigate its damages notwithstanding its rights and remedies hereunder and/or at law.

If Landlord defaults in the observance or performance of any material term or covenant in this Lease, and does not cure said default within thirty (30) days after receipt of written notice from Tenant, or within twenty-four (24) hours after a reasonable attempt (under the circumstances) by Tenant to contact Landlord if the default relates to a bona fide emergency, Tenant shall have the right (in addition to, and without limitation of, such other rights as Tenant may have at law or in equity), but shall not be obligated to, remedy such default. All sums expended or obligations incurred by Tenant in connection therewith shall be paid by Landlord to Tenant upon demand, and if Landlord fails to reimburse Tenant promptly, Tenant shall have the right, in addition to any other right or remedy that Tenant may have under this Lease, at law or in equity, to set-off or deduct such amount from subsequent installments of rent and/or other amounts from which time to time become due to Landlord.

14. Taxes. Tenant shall pay annually an amount equal to any increase in real estate taxes that may be attributable to any improvement to the Leased Premises made by the Tenant which increases the assessed valuation of the Leased Premises. In doing so, if such tax is paid by Landlord, Tenant shall reimburse Landlord for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Tenant's prorata share thereof based upon the amount of the assessed valuation of the improvements to the Leased Premises made by Tenant. Landlord shall take all reasonable measures to minimize real estate taxes. Tenant shall not be responsible for any interest, penalty or late charges caused by Landlord's failure to pay real estate taxes in a timely manner. Upon written request by Tenant, Landlord shall furnish evidence of payment of all taxes. Tenant may, in connection with providing protection against the filing of tax liens against the Leased Premises, as required by applicable law, contest in good faith the legality or validity of any increase in taxes attributable to Tenant's improvements, and Landlord shall assist Tenant if Tenant elects to contest such tax increase. In the event the taxes are decreased as a result of Tenant's contest, Tenant shall receive a full benefit of such reduction in taxes either by refund from the taxing authority or by Landlord, if Tenant has previously reimbursed Landlord for the amount of such tax.

15. Insurance. Tenant shall, at its expense, maintain during the Initial Term and any Extended Term(s), comprehensive general liability and property liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) for injury to or death of one or more persons in any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for damage to or destruction of property in any one occurrence. Landlord shall be named as an additional insured, as its interest may appear, and the policies shall contain cross liability endorsements. Tenant may carry said insurance under a blanket policy. Insurance required hereunder

Site Name: Aurora

Site Number: KY - 0335

shall be maintained by insurance companies rated A or better by "Best's Insurance Guide." Tenant shall deliver to Landlord, upon request, certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days prior written notice to Landlord.

Tenant shall have the right to fulfill its insurance obligation under this paragraph pursuant to self-insurance, provided that Tenant shall have satisfied all requirements of any applicable law, regulation or direction relating to self insurance. If Tenant elects self insurance, Tenant shall provide Landlord with a letter of self insurance at any time within thirty (30) days after Landlord's request therefore.

16. Tests. Tenant is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Leased Premises is suitable for construction of a cellular radio and microwave Communications Center prior to commencement and throughout the term of this Lease and the terms of Section 10 shall apply.

17. Preferential Right To Purchase. NA

18. Fixtures. Landlord covenants and agrees that no part of the improvements constructed, erected or placed by Tenant on the Leased Premises or other real property owned by Landlord shall be or become, or be considered as being, affixed to or a part of Landlord's real property and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Landlord to covenant and agree that all improvements of every kind and nature constructed, erected or placed by Tenant on the Leased Premises or other real property owned by Landlord shall be and remain the property of the Tenant which Tenant may replace or remove from the Leased Premises at any time.

19. Assignment and Subletting. Tenant may not assign, transfer, sublet or otherwise encumber all or any part of the Leased Premises without the prior consent of the Landlord, which consent shall not be unreasonably withheld, delayed or denied. Notwithstanding the foregoing, Tenant shall have the right to assign and sublet the Leased Premises without the prior consent of the Landlord to any entity which is licensed by the FCC to operate a wireless communications business; or which controls, is controlled by, or is under common control with Tenant; or to any entity resulting from the merger or consolidation with Tenant; or to any partnership in which Tenant, the general partner of Tenant, or any entity which controls, is controlled by, or is under common control with the Tenant as the general partner; or to any person or entity which acquires substantially all of Tenant's assets, provided that such assignee assumes in full all of Tenant's obligations under this Lease.

20. Memorandum of Lease. Following the execution of this Lease, Tenant, at its sole expense, shall have the right to file the Memorandum of Lease of record in the County where the Leased Premises is located.

21. Other Conditions.

(a) Landlord acknowledges that following the execution of this Lease, Tenant will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits and other governmental permits and approvals necessary for the construction, operation and maintenance of the Communications Center and related antennas, cables, conduits, wires and electronic and other equipment on the Leased Premises ("Local Permits"). Landlord agrees to fully cooperate with Tenant in obtaining the Local Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may be required in connection with the Local Permits.

(b) Whenever under the Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

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Site Number: KY - 0335

(c) Landlord covenants that the Tenant shall, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Leased Premises during the Primary Term or any Renewal Term of this Lease or as it may be extended without hindrance, ejection, or molestation by the Landlord, any person or persons claiming by, through or under the Landlord or any other tenant of the Landlord.

(d) Landlord covenants and agrees that, at all times by, through or during the continuance of this Lease, Tenant shall have the right to mortgage or convey by deed of trust or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this Lease or the Tenant's right, title and interest in and to improvements hereinafter constructed, erected or placed on the Leased Premises by Tenant, provided always that no such mortgage, conveyance or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the right of the Landlord, as provided herein.

In the event that Tenant agrees that this Lease shall be subordinate to any mortgage or deed of trust that constitutes a lien on the Leased Premises, not later than thirty (30) days after the execution of this Lease, Landlord shall deliver to Tenant a nondisturbance agreement whereby any mortgagees or lienholders agree not to disturb Tenant's possession so long as Tenant is not in default of its obligations hereunder and so long as the period for remedying such default shall not have expired. Subsequent to the date of this Lease, Landlord shall execute no mortgage or other lien or encumbrance upon the Leased Premises without first obtaining a comparable nondisturbance agreement for such mortgagee or lienholder.

(e) During the continuance of this Lease, and in exercising the rights, powers, privileges and immunities provided hereunder, Tenant shall fence in only that portion of the Leased Premises as, in Tenant's sole determination, is reasonably needed for its improvements and for the proper and efficient operation of said Communications Equipment. In most cases Tenant will only fence reasonable areas around Tenant's building, transmission tower and each individual guy post (if a guyed tower is utilized). Landlord shall not prohibit Tenant's access to the Leased Premises or be entitled to use such portion so fenced, for any purposes. Landlord further agrees to indemnify and save Tenant harmless from all claims arising or alleged to arise from any act or omission of Landlord or Landlord's agents, employees or contractors or other tenants of Landlord within such portion of the Leased Premises not fenced in.

(f) In the event that any government or public body shall take all or such part of the Leased Premises thereby making it physically or financially infeasible for the Leased Premises to be used in the manner it was intended to be used by this Lease, Tenant shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. However, if only a portion of the Leased Premises is taken, and Tenant does not elect to terminate this Lease under this provision, then rent payments provided under the Lease shall be abated proportionally as to the portion taken which is not then usable by Tenant and this Lease shall continue.

(g) During the Primary Term or any Renewal Term of this Lease, Landlord will not grant a similar lease to any other party if such grant would in any way, in Tenant's opinion, adversely affect or interfere with Tenant's use of its Communications Equipment. In the event of any interference, Landlord shall take all steps necessary to correct and eliminate same within a reasonable period of time. If Landlord is unable to eliminate the interference within a reasonable period of time, Landlord shall be obligated to remove subsequent tenants' antenna(s) from Landlord's property.

(h) The terms of this Lease remain contingent upon clearance by Landlord of all liens, encumbrances and exceptions to property title existing as of the date of Lease execution. Landlord will be advised in writing by Tenant at the conclusion of its title investigation of any liens, encumbrances and exceptions which cannot be disposed of to Tenant's satisfaction. Rental payments shall not commence on the Leased Premises until title exceptions are investigated and determined acceptable to Tenant in its sole discretion.

Site Name: Aurora
Site Number: KY - 0335

(i) Tenant agrees to install cattle guard at access point of fence off of Unity Church road.

22. **Entire Agreement and Binding Effect.** This Lease and any attached exhibits signed or initialed by the parties constitute the entire agreement between Landlord and Tenant; no prior written or contemporaneous oral promises or representations shall be binding. This Lease shall not be amended, or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this instrument shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

Site Name: Aurora
Site Number: KY - 0335

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the date and year first above written.

Witnesses:

LANDLORD:
Horace T. Sholar

HORACE SHOLAR
705-54-8466

S.S.#

TENANT:

KENTUCKY RSA NO. 1 PARTNERSHIP

By: GTE Wireless of the South, Incorporated,
General Partner

By: *Daniel S. Mead*

Daniel S. Mead

Its: President - Midwest Area

Site Name: Aurora
Site Number: KY - 0335

ACKNOWLEDGMENT

STATE OF KENTUCKY)
) SS.
COUNTY OF MARSHALL)

BEFORE ME, the undersigned authority, on this day personally appeared HORACE SHOLAR known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and seal of office this 6 day of NOV, 1998

Timmy Lynn Sholar
Notary Public
(printed) TIMMY LYNN SHOLAR

(SEAL)

Resident of MARSHALL County

My Commission Expires APRIL 22-2002

ACKNOWLEDGMENT

STATE OF Ohio)
) SS.
COUNTY OF Cuyahoga)

BEFORE ME, the undersigned authority, on this day personally appeared Daniel S. Mead, President - Midwest Area of GTE Wireless of the South Incorporated, General Partner of Kentucky RSA No. 1 Partnership, and acknowledged to me that he being duly authorized, signed the forgoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein stated and in the capacity therein stated.

Given under my hand and seal of office this 24 day of November, 1998

Allen J. Zullo
Notary Public
(printed) ALLEN J. ZULLO

(SEAL)

Resident of Cuyahoga County

My Commission Expires NOVEMBER 1, 2000

Site Name: Aurora
Site Number: KY - 0335

EXHIBIT A

Leased Premises:

This description of the Leased Premises is preliminary and subject to change upon completion of a Registered Survey. Tenant will provide, at Tenant's own expense, a surveyed legal description of the Leased Premises, which description will be attached hereto upon completion and approval of Landlord.

Site Name: Aurora
Site Number: KY - 0335

EXHIBIT B

This description of the Access Easement and/or Utility Easement is preliminary and subject to change upon completion of a Registered Survey. Tenant will provide, at Tenant's own expense, a surveyed legal description of the Access Easement and/or Utility Easement, which description will be attached hereto upon completion and approval of Landlord.

NOTES

- 1.) NORTH SHOWN HEREON IS REFERENCED TO KY. STATE PLANE COORDINATE SYSTEM KY. SOUTH ZONE.
- 2.) GEODETIC CONTROL WAS ESTABLISHED USING TRIMBLE 4400 RECEIVERS EMPLOYING FAST STATIC METHODS.
- 3.) REFERENCE CONTROL SCI GP3 ESTABLISHED BY PRIOR GPS OBSERVATIONS
 HORIZ. DATUM - NAD 83 (1994)
 VERT. DATUM - NAVD 88
 HORIZ. ORDER - B
 VERT. ORDER - FIRST CLASS 2
 POSITION - 36°46'31.668890" N
 088°08'31.413650" W
 HEIGHT - 140.53 (METERS)
- 4.) CONTOURS SHOWN HEREON ARE PLOTTED AT 1 FOOT INTERVALS.
- 5.) SURVEY WAS CONDUCTED BY THE METHOD OF RANDOM TRAVERSE UNADJUSTED RATIO OF PRECISION 1/8,436,956 BEARINGS AND DISTANCES HAVE BEEN ADJUSTED FOR CLOSURE. FIELD WORK DONE 11/20/98
- 6.) NO BUILDING STRUCTURES LIE WITHIN A 500 FOOT RADIUS OF TOWER LOCATION EXCEPT AS SHOWN
- 7.) PROPERTY OWNERS SHOWN HEREON LIE WITHIN A 500 FOOT RADIUS OF TOWER LOCATION
- 8.) PROPERTY ADDRESSES SHOWN HEREON WERE SUPPLIED TO SURVEYOR BY MARSHALL COUNTY PROPERTY VALUATION OFFICE.
- 9.) SUBJECT PROPERTY LIES IN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN ACCORDING TO FIRM MAP COMMUNITY PANEL NUMBER 210252 0100 B, EFF. DATE AUGUST 19, 1991.

VISION

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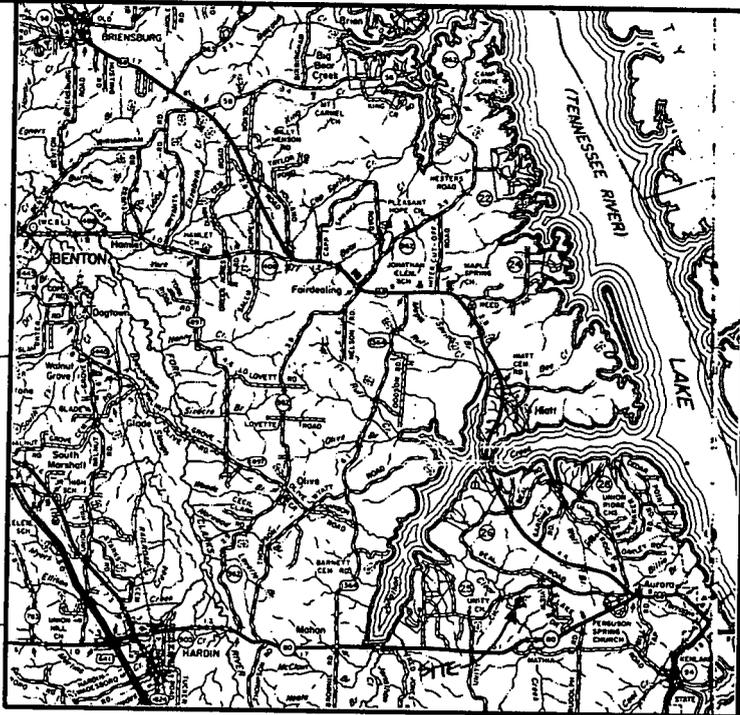
SCI SURVEYORS, INC.
 100 FOUNTAIN AVENUE, SUITE 215
 PADUCAH, KENTUCKY 42001
 502/444-9494

DRAWN BY: J.K.C.
CHCK BY: J.K.C.
JOB NO. 98-201
DATE : 01/12/99
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1 OF 1

TOPOGRAPHIC SURVEY OF
- 0335
AURORA, KY. CEMETARY HEAD STONE
CH ROAD
JNTY, KENTUCKY

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VICINITY MAP
(SCALE 1"=2000')

NOTES

- 1.) NORTH SHOWN HEREON IS REFERENCED TO KY. STATE PLANE COORDINATE SYSTEM KY. SOUTH ZONE.
- 2.) GEODETIC CONTROL WAS ESTABLISHED USING TRIMBLE 4400 RECEIVERS EMPLOYING FAST STATIC METHODS.
- 3.) REFERENCE CONTROL SCI GP3 ESTABLISHED BY PRIOR GPS OBSERVATIONS
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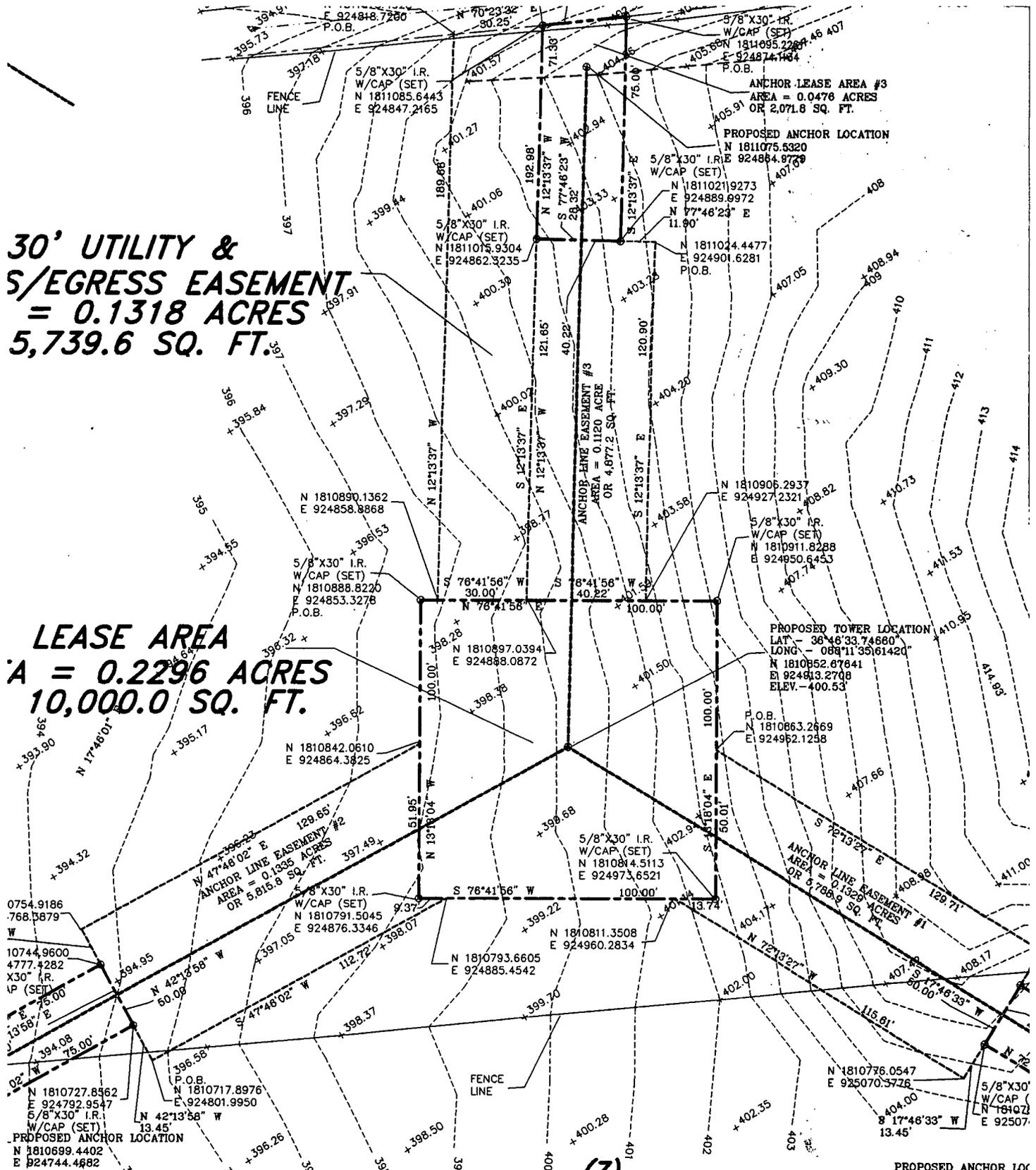
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**30' UTILITY &
S/EGRESS EASEMENT
= 0.1318 ACRES
5,739.6 SQ. FT.**

**LEASE AREA
A = 0.2296 ACRES
10,000.0 SQ. FT.**



(7)
**HORACE SHOLAR
D.B. 151, PG. 10
D.B. 374, PG. 635
534 BEAL RD.
HARDIN, KY. 42048**

PROPOSED ANCHOR LOC
N 1810783.0700
E 925130.3842

ANCHOR LEASE AREA
AREA = 0.0398 ACRE
OR 1,732.5 SQ. FT.

P.O.B.
5/8"X30" I.R.
W/CAP (SET)
N 1810677.4455
E 924737.4230

0754.9186
768.5879
W
10744.9600
4777.4282
X30" I.R.
W/CAP (SET)
E 75.00
13.58' E

N 1810727.8562
E 924792.9547
5/8"X30" I.R.
W/CAP (SET)
N 1810689.4402
E 924744.4682

**WILLIAM B. NORWOOD & GARNELLA NORWOOD
RT. 5
BENTON, KY. 42025**

30' UTILITY & INGRESS/EGRESS EAST AREA = 0.1318 AC OR 5,739.6 SQ. FT.

LEGEND

- OHE — POWER POLE W/OVERHEAD ELECTRIC
- - - - - EDGE OF GRAVEL
- - - - - CONTOURS
- LEASE LINE
- - - - - BREAKLINE

LEASE AREA AREA = 0.2296 OR 10,000.0 SQ. FT.

**(7)
HORACE SHOLAR
D.B. 151, PG. 10
D.B. 374, PG. 635
534 BEAL RD.
HARDIN, KY. 42048**

ANCHOR LEASE AREA #2
AREA = 0.0398 ACRES
OR 1,732.5 SQ. FT.

5/8"X30" I.R.
W/CAP (SET)
N 1810694.5493
E 924721.8965

N 42°13'58" W
23.10'

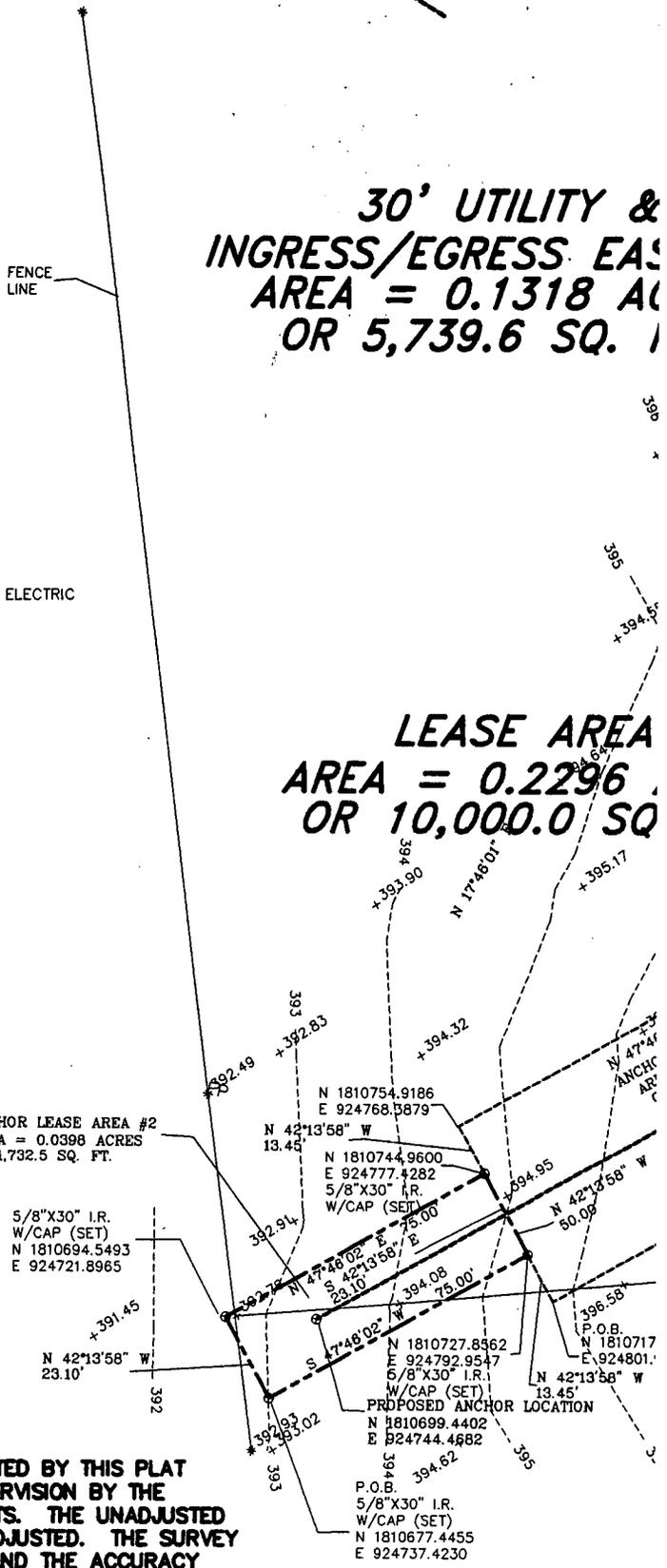
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY DEPICTED BY THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION BY THE METHOD OF RANDOM TRAVERSE WITH SIDESHOTS. THE UNADJUSTED RATIO OF PRECISION 1/8,436,956 AND WAS ADJUSTED. THE SURVEY AS SHOWN HEREON IS A CLASS "B" SURVEY AND THE ACCURACY PRECISION OF SAID SURVEY MEETS ALL THE SPECIFICATIONS OF THIS CLASS. THIS SURVEY EXCEEDS FAA 2C REQUIREMENTS.

DATE 01/21/99

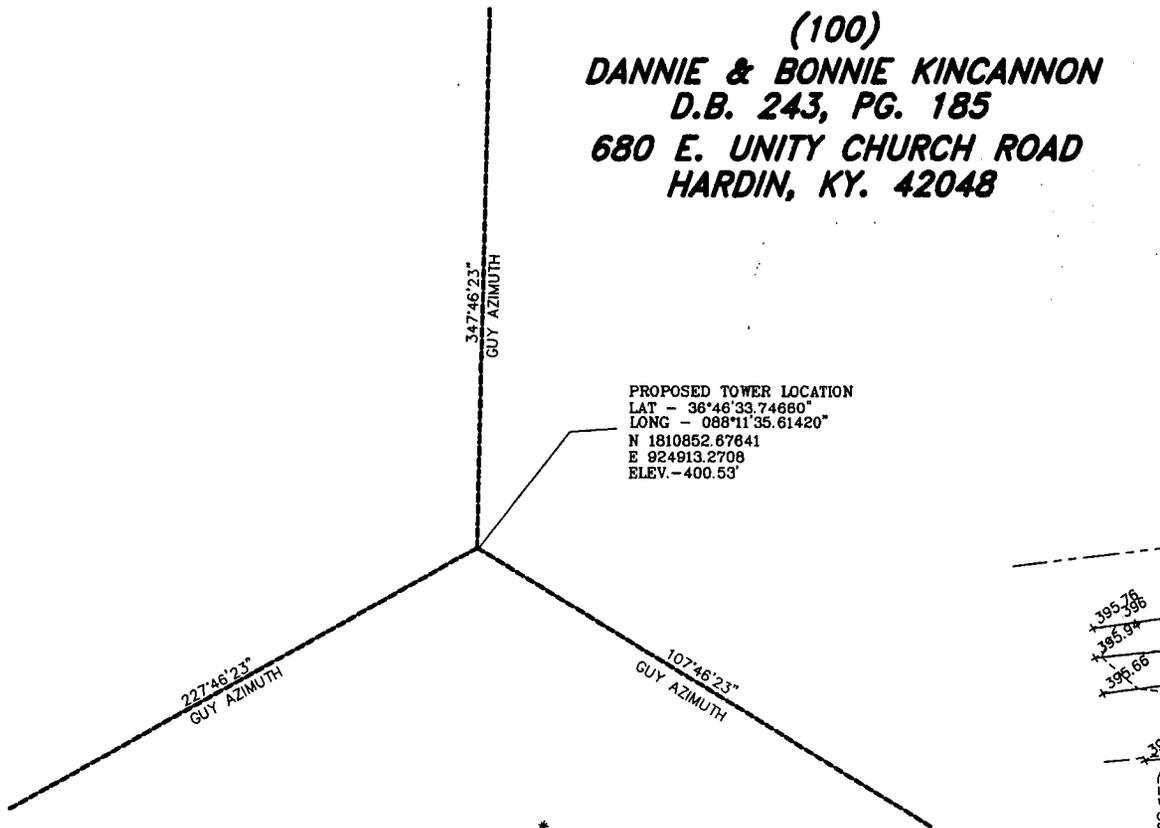
SIGNED Jeffrey K. Clark
SCI SURVEYORS, INC.
JEFFREY K. CLARK, PLS. #3117
100 FOUNTAIN AVE. SUITE 215
PADUCAH, KY. 42001

STATE OF KENTUCKY
JEFFREY CLARK
3117
REGISTERED
LAND SURVEYOR
81112/99



(100)
DANNIE & BONNIE KINCANNON
D.B. 243, PG. 185
680 E. UNITY CHURCH ROAD
HARDIN, KY. 42048

PROPOSED TOWER LOCATION
 LAT - 36°46'33.74680"
 LONG - 088°11'35.61420"
 N 1810852.67641
 E 924913.2708
 ELEV. - 400.53'



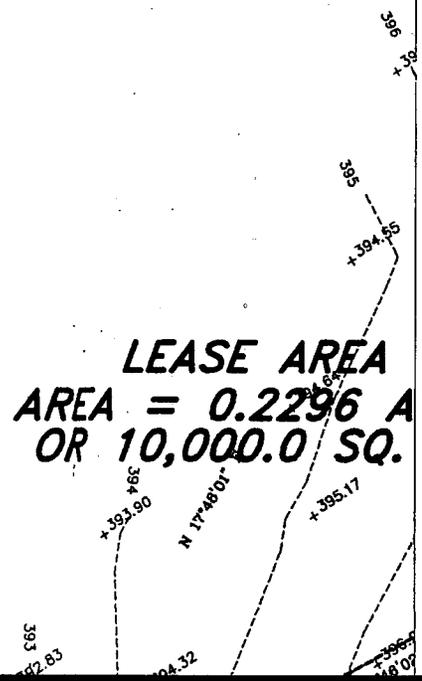
**30' UTILITY &
 INGRESS/EGRESS EAS**
AREA = 0.1318 AC
OR 5,739.6 SQ. F

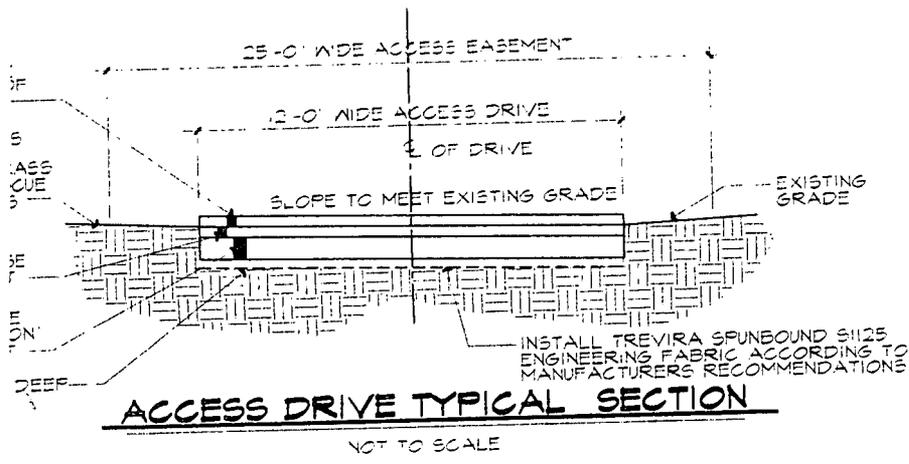
LEGEND

- — OHE — POWER POLE W/OVERHEAD ELECTRIC
- — — — — EDGE OF GRAVEL
- - - - - CONTOURS
- — — — — LEASE LINE
- - - - - BREAKLINE

LEASE AREA
AREA = 0.2296 A
OR 10,000.0 SQ.

(7)
HORACE SHOLAR
D.B. 151, PG. 10
D.B. 374, PG. 635
534 REAL RD.





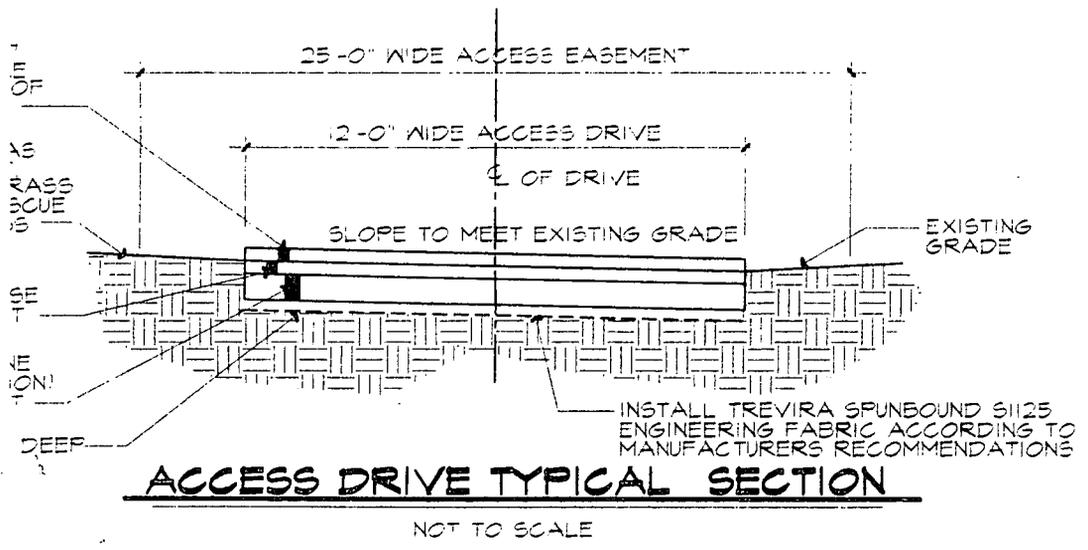
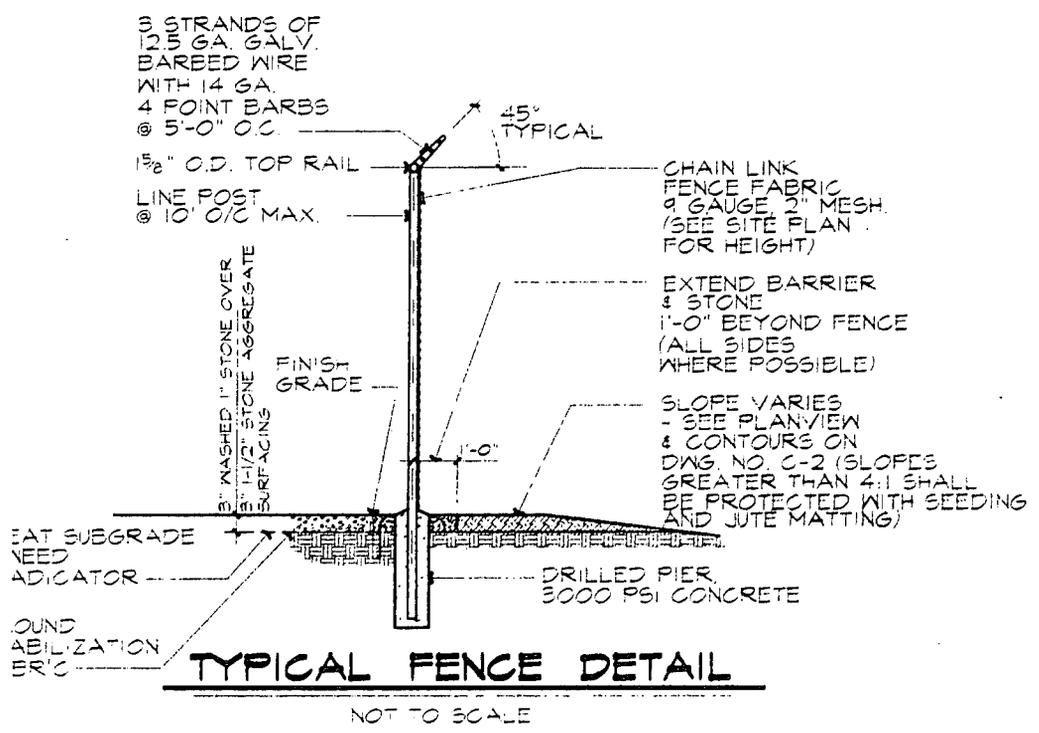
GENERAL FENCING NOTES

1. BOTTOM OF CONCRETE BASE SHALL BE SET BELOW FROST LINE (SEE LOCAL CODE). CONCRETE BASE IS RECOMMENDED MINIMUM. WHERE SOIL BEARING CAPACITY IS LESS THAN 3000 PSF, INCREASE CONCRETE SURROUNDING FENCE POST BY 2". PROVIDE CONCRETE WITH A 28 DAY STRENGTH OF 3000 PSI (MIN.).
2. PROVIDE A DIAGONAL BRACE ROD AND TURN BUCKLE, AS SHOWN, ON BOTH SIDES OF THE GATE.
3. ALL PIPE SHALL BE SCHEDULE 40.
4. SEED DISTURBED AREAS 3 POUNDS/1000 SQ. FT. KY 31 FESCUE.

98076.06

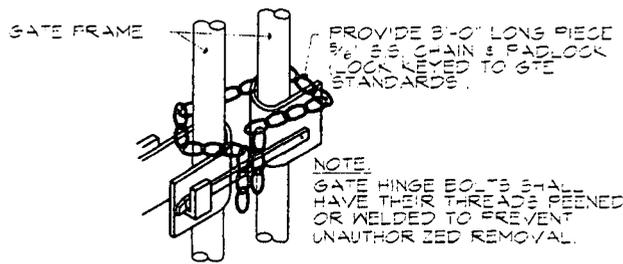
03 25 99			
		GPD ASSOCIATES ENGINEERS ARCHITECTS PLANNERS 2647 Waterfront Parkway, Suite 150 Indianapolis, Indiana 46214 317-299-2986 FAX 317-293-1331	
		GTE WIRELESS INC. 245 PERIMETER CENTER PARKWAY ATLANTA, GEORGIA 30346	
PROJECT TITLE: AURORA CELL SITE HARDIN, KENTUCKY			
DESIGN BY:	TTP	SITE PLAN	
DRAWN BY:	TTP		
CHECKED BY:	KR	SHOLAR LEASE AREA	
DATE:	3-22-99	WORK ORDER No.	CGSA
SCALE:	AS_NOTED		
REVISIONS:		APPROVALS:	
SUBJECT:	DATE:		
		MGR. LAND & BLDGS.	DIRECTOR - OPERATIONS
		DIRECTOR - NETWORK SERVICE	
		GENERAL MANAGER	PRESIDENT

RECEIVED
 APR 05 1999
 PUBLIC SERVICE
 COMMISSION



GENERAL FENCING NOTES

BOTTOM OF CONCRETE BASE SHALL BE SET BELOW FROST LINE (SEE LOCAL CODE).
 CONCRETE BASE IS RECOMMENDED MINIMUM. WHERE SOIL BEARING CAPACITY IS
 LESS THAN 2000 PSF, INCREASE CONCRETE SURROUNDING FENCE POST BY 8".
 PROVIDE CONCRETE WITH A 28 DAY STRENGTH OF 3000 PSI (MIN.).



GATE LATCH DETAIL

NOT TO SCALE

RESGRADE DRIVE AND
COMPACT 1" OF NO. 57
AGGREGATE LIMESTONE
(AFTER INSTALLATION OF
TOWER AND BUILDING)

SEED DISTURBED AREAS
80# FOUND/1000 SQ. FT.
6.0% KENTUCKY BLUEGRASS
18% CREEPING RED FESCUE
22% ANNUAL RYEGRASS

2" OF AGGREGATE BASE
SPREAD AND COMPACT

1" OF SLAG OR LIMESTONE
(INDUST. NO. 1 GRADATION)
SPREAD AND COMPACT

REMOVE TOPSOIL 1'-0" DEEP

ACCESS DR

NOTE

- 228' EFFECTIVE GUY LENGTH BASED ON LEVEL GROUND.
- VERTICAL CENTERLINE OF ANCHOR HEAD MUST BE PLUMB ± 3 DEGREES. ANCHOR RODS MUST BE STRAIGHT, CENTERLINE OF ANCHOR AND RODS MUST BE IN LINE WITH CENTERLINE OF TOWER ± 1.2 DEGREE (ALL ANCHORS).

LEGEND

☒	FUE
○	IRON PIPE
⊙	RE-BAR
△	MONUMENT FOUND
▲	MONUMENT SET
⊕	BENCHMARK
---	ANCHOR EASEMENT
---	LEASE LINE
---	SETBACK LINE
---	CENTERLINE
---	NEW FENCE LINE
---	BREAKLINE
---	POWER POLE W/OVERHEAD ELECTRIC
---	EDGE OF EXISTING GRAVEL DRIVE
---	EDGE OF NEW GRAVEL DRIVE
---	CONTOURS
---	ACCESS EASEMENT LINE
---	LEASE AREA
---	ACCESS EASEMENT
---	NEW PREFABRICATED BUILDING

3" x 30" IRON
10" W/ CAP SET
8107374627
E 925152 9555

GUY ANCHOR HEAD
3" x 30" IRON
ROD W/ CAP (SET)
V 18-0783-0700
E 925130-2342

FENCING
1" x 6" x 3"
1" SURFACE
FENCE AREA

DIRECTIONS TO SITE

FROM INDIANAPOLIS TAKE I-75 WEST TO TERRE HAUTE
GO SOUTH ON SR-41 TO EVANSVILLE WHICH WILL TURN INTO PENNYRILE PARKWAY,
CONTINUE SOUTH ON WESTERN KENTUCKY PARKWAY & LEFT ON PURCHASE PARKWAY
TURN LEFT (SOUTH) ON EB TO AURORA. AS YOU ENTER AURORA GO RIGHT
(WEST) ON BEAL ROAD. STAY ON BEAL ROAD UNTIL THE ROAD Splits AND
VEER LEFT ON UNITY CHURCH ROAD.

NOTE:

STE WIRELESS SHALL VERIFY WITH THE CITY OF
HARDIN THAT THIS PROPOSED LOCATION
AND ALL SITE IMPROVEMENTS WILL BE IN COMPLIANCE
WITH ALL CURRENT ZONING AND PLANNING CODES.

GENERAL FENCIN

1. BOTTOM OF CONCRETE
CONCRETE BASE IS REQ
LESS THAN 2000 PSF,
PROVIDE CONCRETE W/
2. PROVIDE A DIAGONAL
OF THE GATE.
3. ALL PIPE SHALL BE SO
4. SEED DISTURBED AREA

03 25 99

David Granger

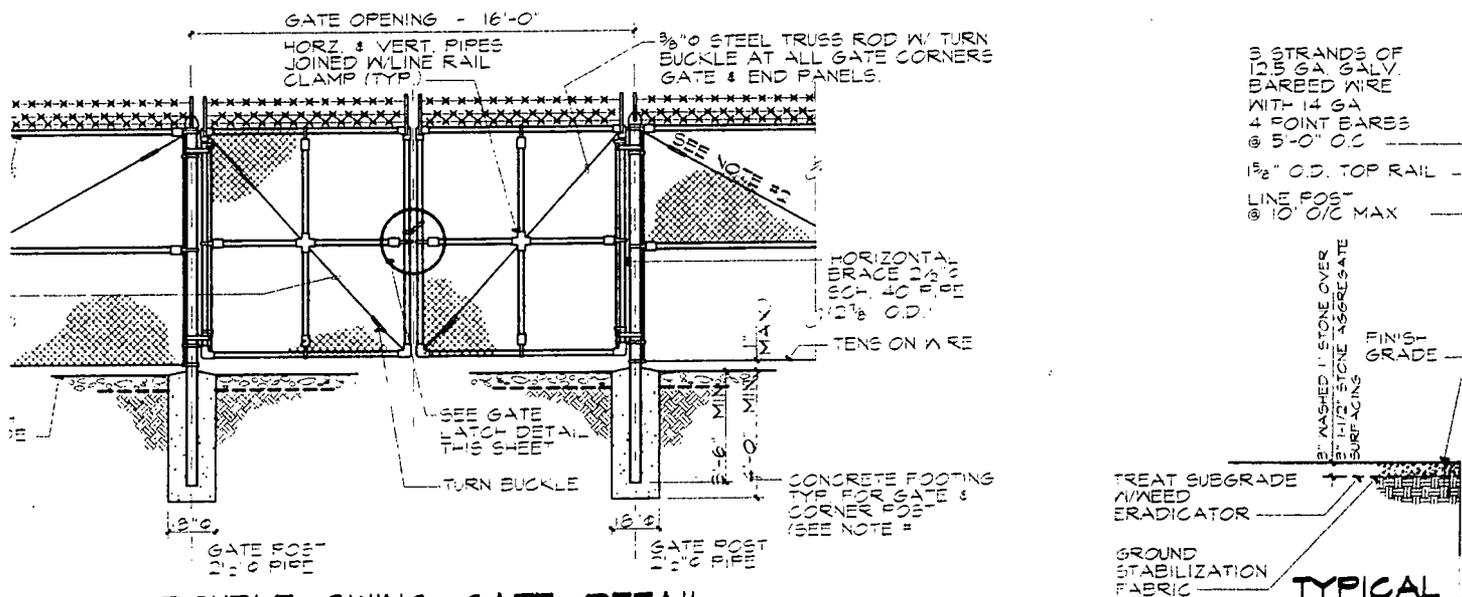
245 PERIMETER CENTER

PROJECT TITLE:
**AUR
HAI**

DESIGN BY:	TTP
DRAWN BY:	TTP
CHECKED BY:	KR
DATE:	3-22-99
SCALE:	AS NOTED WORK

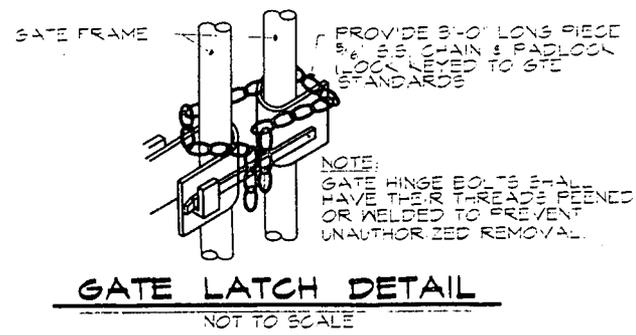
REVISIONS

SUBJECT:

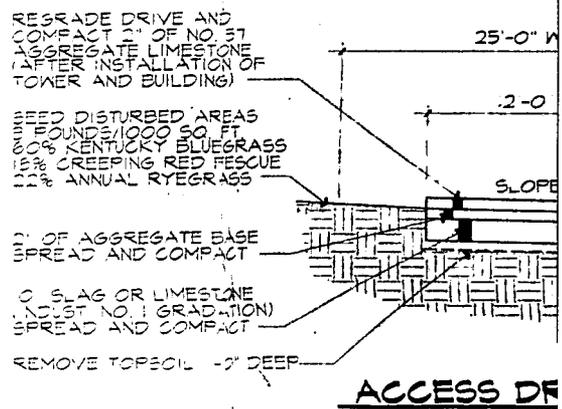


DOUBLE SWING GATE DETAIL
SCALE: 1/4" = 1'-0"

TYPICAL
NOTE



GATE LATCH DETAIL
NOT TO SCALE



ACCESS DRIVE

NOTE

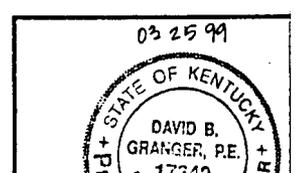
- 228' EFFECTIVE GUY LENGTH BASED ON LEVEL GROUND.
- VERTICAL CENTERLINE OF ANCHOR HEAD MUST BE PLUMB ± 2 DEGREES. ANCHOR RODS MUST BE STRAIGHT, CENTERLINE OF ANCHOR AND RODS MUST BE IN LINE WITH CENTERLINE OF TOWER ± 1/2 DEGREE (ALL ANCHORS).

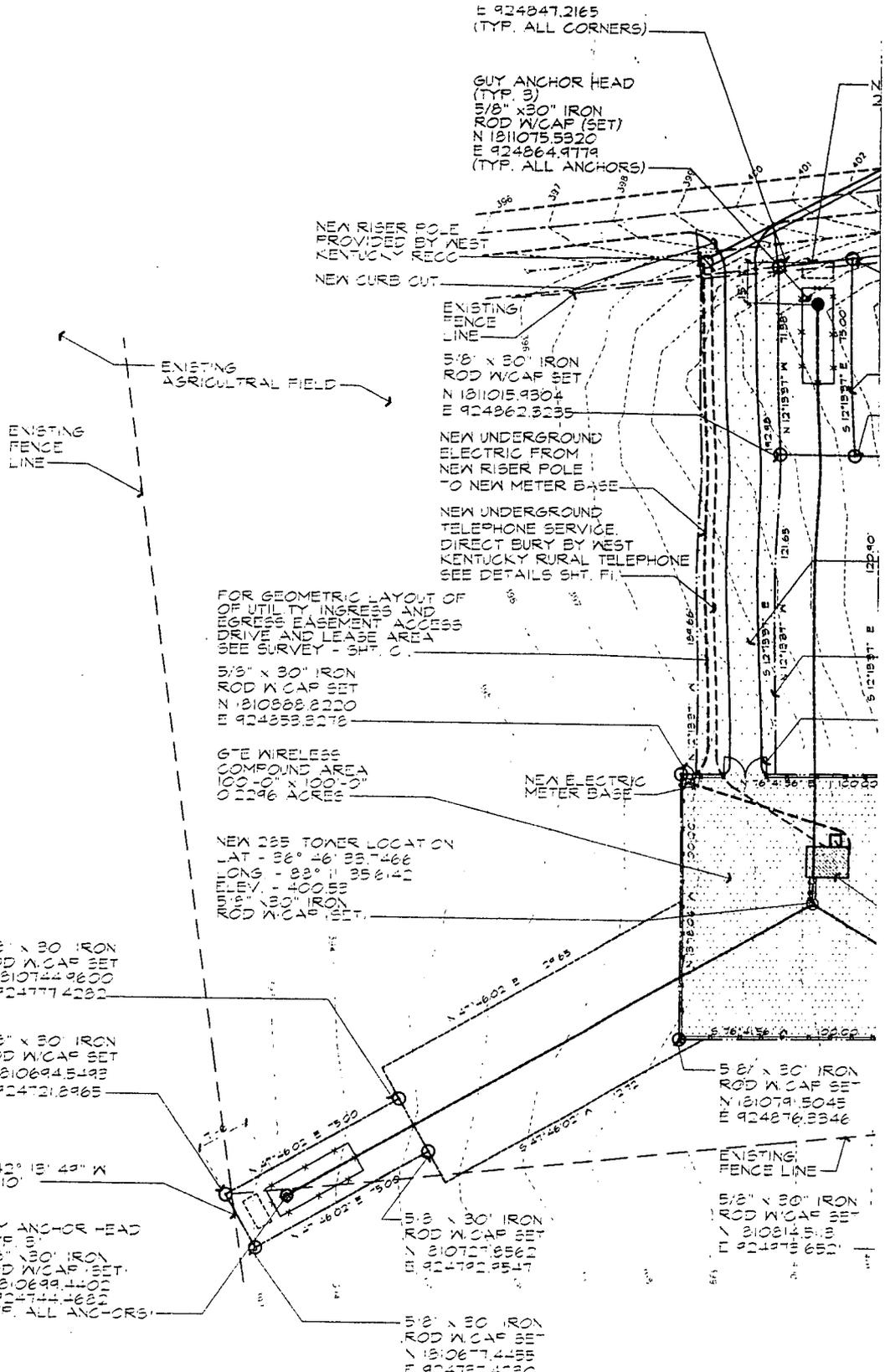
LEGEND

☒	FENCE
○	IRON PIPE
⊙	RE-BAR
△	MONUMENT FOUND
▲	MONUMENT SET
⊕	BENCHMARK
—	ANCHOR EASEMENT
---	LEASE LINE

GENERAL FENCING

1. BOTTOM OF CONCRETE CONCRETE BASE IS REINFORCED WITH LESS THAN 2000 PSF. PROVIDE CONCRETE WITH...
2. PROVIDE A DIAGONAL BRACE OF THE GATE.
3. ALL PIPE SHALL BE SCHEDULE 40.
4. SEED DISTURBED AREA WITH...





E 924847.2165
(TYP. ALL CORNERS)

GUY ANCHOR HEAD
(TYP. 3)
5/8" x 30" IRON
ROD W/CAP SET
N 1211075.5320
E 924864.9779
(TYP. ALL ANCHORS)

NEW RISER POLE
PROVIDED BY WEST
KENTUCKY RECO

NEW CURB CUT

EXISTING
FENCE
LINE

5/8" x 30" IRON
ROD W/CAP SET
N 1211015.9304
E 924862.3235

NEW UNDERGROUND
ELECTRIC FROM
NEW RISER POLE
TO NEW METER BASE

NEW UNDERGROUND
TELEPHONE SERVICE.
DIRECT BURY BY WEST
KENTUCKY RURAL TELEPHONE
SEE DETAILS SHT. F1

FOR GEOMETRIC LAYOUT OF
UTILITY INGRESS AND
EGRESS EASEMENT ACCESS
DRIVE AND LEASE AREA
SEE SURVEY - SHT. C

5/8" x 30" IRON
ROD W/CAP SET
N 1210888.2220
E 924838.3278

GTE WIRELESS
COMPOUND AREA
100'-0" x 100'-0"
0.2246 ACRES

NEW ELECTRIC
METER BASE

NEW TOWER LOCATION
LAT - 36° 46' 35.7466
LONG - 83° 11' 35.6142
ELEV. - 400.53
5/8" x 30" IRON
ROD W/CAP SET

5/8" x 30" IRON
ROD W/CAP SET
N 12101618.7710
E 924777.4232

5/8" x 30" IRON
ROD W/CAP SET
N 12106945.143
E 924721.8465

N 43° 13' 48" W
23.10'

GUY ANCHOR HEAD
(TYP. 3)
5/8" x 30" IRON
ROD W/CAP SET
N 12100699.1407
E 924744.4681
(TYP. ALL ANCHORS)

5/8" x 30" IRON
ROD W/CAP SET
N 1210721.6562
E 924791.2517

5/8" x 30" IRON
ROD W/CAP SET
N 121079.5045
E 924876.3346

EXISTING
FENCE LINE

5/8" x 30" IRON
ROD W/CAP SET
N 12108145.13
E 924978.6521

5/8" x 30" IRON
ROD W/CAP SET
N 1210677.4455
E 924787.4130

SITE PLAN
1" = 40'

Case File: C2 DMC
Date: 03-23-93 Time: 1:23 PM
Technician: ANORE

NOTE:
ALL ELEVATIONS AND TOPOGRAPHIC
INFORMATION WAS TAKEN FROM
A SURVEY SUPPLIED TO GPD
ASSOCIATES BY SGI SURVEYORS INC
GPD ASSOCIATES HAS NOT VERIFIED
THIS INFORMATION AND DOES NOT
WARRANT ANY INFORMATION
SUPPLIED BY OTHERS.

